

other nature whatsoever caused by, arising out of, incident to, or in any way connected to the exercise of Lessee's rights under this Agreement, or any use, occupancy, or activity on the Property. .

13. Termination. This Agreement may be terminated by Government or Lessee by providing written notice to the other party. U Notwithstanding anything in this Agreement to the contrary, Government shall have the right, at any time, to terminate this Agreement and to demand that Lessee cease and quit the Property if, in Government's reasonable judgment, Lessee and/or its Contractors are in breach of any term or condition of this Agreement or the Commitment Agreement (and such breach continues for a period of thirty days after written notice to Lessee), in which event Lessee shall not have any continued access to the Site for any purpose. Upon any such termination, Lessee and its contractors shall have access to the Site for ten (10) business days, plus any additional time that VA expressly agrees to in its discretion in writing, solely to remove its tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by the Lessee and/or complete any necessary restoration as set forth in Paragraph 9 of this Agreement. Acceptance of any rent or other consideration for this Agreement in advance by Government shall not act as a waiver of Government's right to terminate this Agreement or of any other right Government may have under this Agreement.

14. Notices. Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For Government:

U.S. Department of Veterans Affairs
Greater Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
Attn: Robert Merchant
(b) (6) @va.gov

With a copy to:

U.S. Department of Veterans Affairs
Office of Real Property
425 I Street NW
Washington, DC 20001
Attn: Matthew Leddy, Esq.
(b) (6) @va.gov

U.S. Department of Veterans Affairs
Office of Asset Enterprise Management (044C)
810 Vermont Avenue, NW
Washington, DC 20420
Attn: Carrie Pham
(b) (6) [@va.gov](mailto:carrie.pham@va.gov)

U.S. Department of Veterans Affairs
Office of General Counsel
810 Vermont Ave, NW
Washington, DC 20420
Attn: Chief Counsel, Real Property Law Group

U.S. Department of Veterans Affairs
Greater Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
Attn: Medical Center Director

For Lessee:

VA Building 207 LP
11811 San Vicente Boulevard
Los Angeles, CA 90049
Attn: President

With a Copy to Leasehold Mortgagees:

(b) (4)

California Community Reinvestment Corporation
100 West Broadway, Suite 1000
Glendale, California 91210
Attention: President

Los Angeles County Development Authority
700 West Main Street
Alhambra, CA 91801
Attn: Executive Director
Fax No. (626) 943-3816

Los Angeles County Development Authority
700 West Main Street
Alhambra, CA 91801
Attn: Director of Housing Investment and Finance
Fax No. (626) 943-3816

City of Los Angeles
Housing and Community Investment Department
P.O. Box #532729
Los Angeles, CA 90053-2729
Attention: Portfolio Management Unit (HIMS# 19-126546)
CC: Director of Finance and Development Division

15. Third Parties. The access rights granted to Lessee under this Agreement shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto Notwithstanding the foregoing or anything to the contrary contained herein, The Tax Credit Investor and Leasehold Mortgagee, as defined in the Commitment Agreement, shall have the right to cure any of Lessee's defaults under this Agreement within the same time period and subject to the same terms and conditions as set forth in the Commitment Agreement.

16. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the United States of America. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties. Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. § 7101-7109); the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501); and the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680.).

17. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

18. Severability. If any provision in this Agreement is declared invalid or unenforceable under applicable law, that provision shall not be enforced, but the remainder of the Agreement shall continue in full force and effect.

19. Nonwaiver. The failure of Government to insist upon or enforce, in any instance, strict performance by Lessee of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of Government's right to assert or rely upon such terms or rights on any future occasion.

20. Assignment. The non-exclusive, revocable license granted in this Agreement is personal to Lessee and may not be assigned or otherwise transferred, in whole or in part, without the prior written consent of Government, which consent may be withheld in Government's sole discretion. Notwithstanding the foregoing, in the event the Tax Credit Investor or Leasehold Mortgagee, as defined in the Lease, shall become the successor to Lessee for the Project by foreclosure or deed in lieu of foreclosure with regard to the Lease (the "Successor Lessee"), provided Successor Lessee agrees to assume the obligations of Lessee under the Commitment Agreement and Lease, Successor Lessee shall be permitted to continue to exercise the rights of Lessee under this Agreement subject to the terms and conditions of this Agreement.

21. License Not to Be Recorded. Neither party shall record this Agreement or a memorandum thereof without the prior written consent of the other party.

22. Sovereign Immunity. No terms of this Agreement waive the Government's rights under Sovereign Immunity.

23. Smoke-Free Policy. Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VA facility. Per VA Directive 1085 dated March 5, 2019, it is VA policy that all VA health care facilities, including hospitals, community clinics, administrative offices, and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas. This Smoke-Free Policy includes all VA property licensed by third-party land users. Smoking is defined by the VA Directive to include cigarettes, cigars, pipes, electronic or e-cigarettes, vape pens, and e-cigars.

24. Media Inquiries. In the event Lessee is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Lessee must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, Lessee shall not host media

representatives on Department of Veterans Affairs owned property without prior approval from the Government.

25. Point of Contact & Notices: Government and Lessee each appoint the following respective "Chief Liaison" to serve as their organization's primary point of contact for all matters involving the activities governed by this Agreement in order to ensure efficient implementation and operations. The Government and Lessee will promptly identify new points of contact in the event of staff turnover.

<u>Government Chief Liaison</u>	<u>Lessee Chief Liaison</u>
Lori Moore 11301 Wilshire Boulevard Los Angeles, CA 90073 (b) (6) (o) (b) (6) (c) (b) (6) @va.gov	Blake Coddington 11811 San Vicente Blvd Los Angeles, CA 90049 (b) (6) (b) (6) @tsahousing.com

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date first above written.

GOVERNMENT:

UNITED STATES OF AMERICA, and its assigns

By: Scott P. MacRae 1740501 Digitally signed by Scott P. MacRae 1740501
Date: 2020.10.28 14:50:10 -04'00'

Name: Scott MacRae

Title: Acting Associate Executive Director

Date: October 28, 2020

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date first above written.

LESSEE:

VA Building 207 LP, a California limited partnership

By: VA Building 207 LLC, a California
limited liability company, its administrative
general partner

(b) (6)

By:
Name: ~~Jenee Groves~~
Title: Chief Financial Officer

By: Housing Corporation of America, a Utah
nonprofit corporation, its managing general
partner

By: (b) (6) _____
Name: Carol Cromar
Title: President

By: West Los Angeles Veterans Collective
LLC, California limited liability company, its
co-general partner

(b) (6) _____
By:
Name: ~~Jenee Groves~~
Title: Secretary

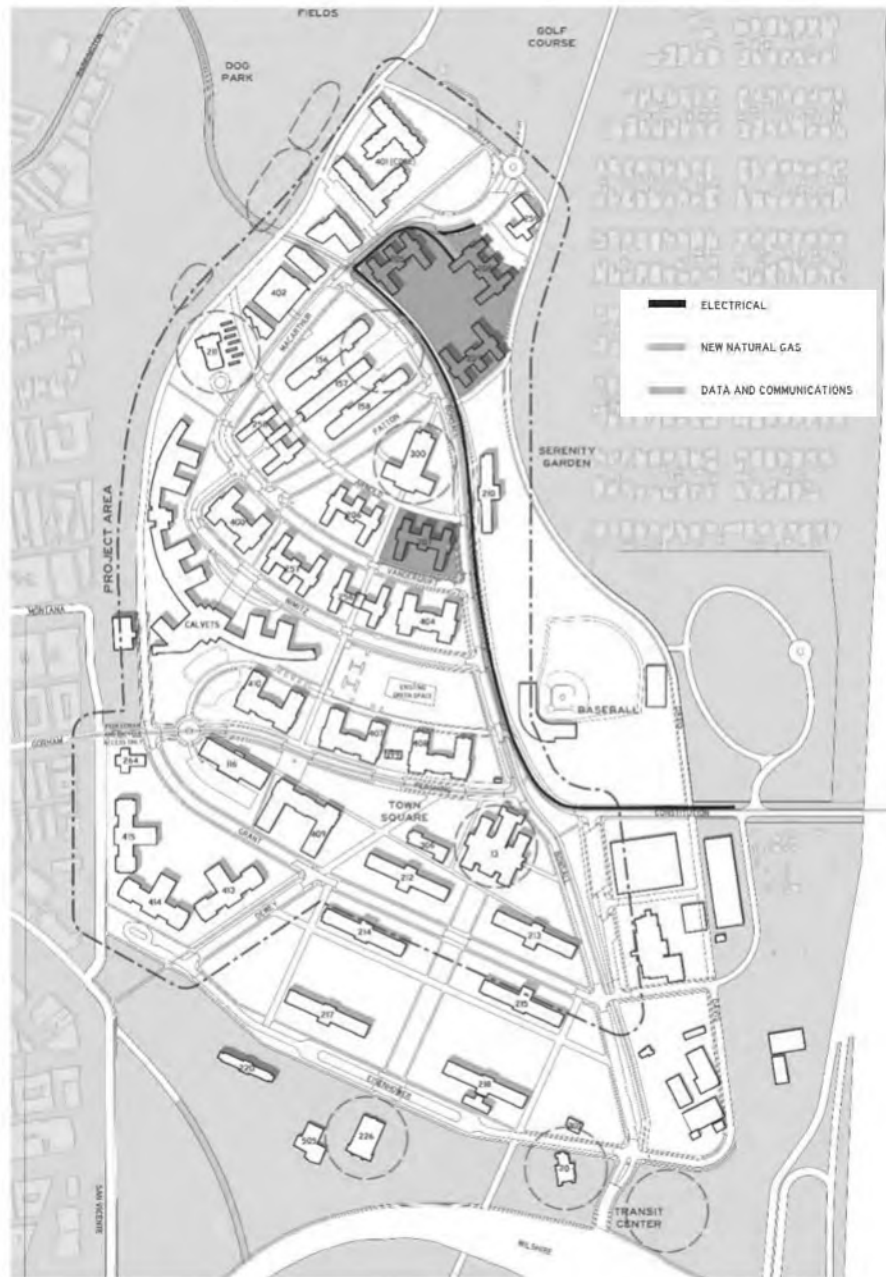
EXHIBIT A
DESCRIPTION OF PROPERTY



The WLA Campus is outlined above in red dashed line.

EXHIBIT B SITE MAP

The VA Funded Trunkline Work will be conducted in areas located within the dashed line areas shown above in the Site Map.



VA	 U.S. Department of Veterans Affairs	REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY	1. LICENSE NO. VA-691-19-RL-0007				
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.							
2. NAME OF LICENSEE VA Desert Pacific Federal Credit Union		4. NAME AND ADDRESS OF INSTALLATION Department of Veterans Affairs VA Greater Los Angeles Healthcare System ("VAGLAHS") West Los Angeles (WLA) Campus 11301 Wilshire Boulevard Los Angeles, CA 90073 ("WLA Campus"), depicted in Exhibit B					
3a. MAILING ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code) 2845 Temple Avenue, 2nd Floor Signal Hill, CA 90755 Attn: Vladimir Rosales		5. PERIOD COVERED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">FROM (Month, day, year)</td> <td style="width: 50%; text-align: center;">TO (Month, day, year)</td> </tr> <tr> <td style="text-align: center;">10/01/2019</td> <td style="text-align: center;">09/30/2024</td> </tr> </table>		FROM (Month, day, year)	TO (Month, day, year)	10/01/2019	09/30/2024
FROM (Month, day, year)	TO (Month, day, year)						
10/01/2019	09/30/2024						
3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code) 2845 Temple Avenue, 2nd Floor Signal Hill, CA 90755							
6. CONSIDERATION No license fee is due and payable. Licensee at its sole cost and expense shall provide credit union services and Veteran-centric services as set forth in the Special Conditions contained in Exhibit A attached hereto.							
7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof.) Non-exclusive portion of the WLA Campus comprised of approximately 261 net square feet of office space located on the first floor of the Main Hospital Building 500 within Room Number 1404 and Room Number 1404A ("Property"), as depicted in Exhibit C: Property Description attached hereto.			7B. EXHIBIT(S) ATTACHED A: Special Conditions B: Location Map C: Property Description				
8. PURPOSE OF LICENSE Licensee shall occupy the Property in order to provide credit union services in the WLA Campus Main Hospital, Building 500, and provide Veteran-centric services as set forth in the Special Conditions contained in Exhibit A attached hereto, including a convenient location for financial services for its members, including federal employees and their families, and convenient ATM access to funds for Veterans and their families, which also provides expanded ease of access for use of the onsite Veterans Canteen Services.							
By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.							
9. SPECIAL CONDITIONS See Exhibit A attached hereto.							
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="font-size: 1.2em; margin: 0;">(b) (6)</p> <p style="margin: 0;">TERANS AFFAIRS LICENSOR</p> <p style="margin: 0;">DATE OF LIC <small>(day, year)</small> 11/13/19</p> <p style="margin: 0;">SIGNATURE (b) (6)</p> <p style="margin: 0;">ADDRESS OF LICENSOR</p> <p style="margin: 0;">U.S. Department of Veterans Affairs Steven E. Braverman, M.D. Medical Center Director VA Greater Los Angeles VA Healthcare System 11301 Wilshire Boulevard, Los Angeles, CA 90073</p> </div> <div style="width: 45%; border-left: 1px solid black; padding-left: 10px;"> <p style="text-align: center; margin: 0;">LICENSEE</p> <p style="margin: 0;">DATE ACCEPTED (Month, day, year) 10-3-19</p> <p style="margin: 0;">TYPED NAME OF SIGNATORY SUZETH CHISOLM</p> <p style="margin: 0;">(b) (6)</p> <p style="margin: 0;">BOARD CHAIR</p> <p style="margin: 0;">(b) (6)</p> </div> </div>							
If licensee is a corporation, the following Certificate of Licensee must be executed:							
CERTIFICATE OF CORPORATE LICENSEE							
I, _____, certify that I am the _____							
Secretary of the corporation named as licensee herein; that _____							
who signed said license on behalf of the licensee was then _____							
of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.							
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <p>(CORPORATE)</p> <p>(SEAL)</p> </div> <div style="width: 50%; text-align: right;"> <p>_____ (Signature) (Sign in ink)</p> </div> </div>							

GENERAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

- 1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).
- 2. Structures.** The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.
- 3. Laws and Ordinances.** Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.
- 4. Sanitary Conditions.** If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.
- 5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.
- 6. Indemnification.** The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- 7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.
- 8. Operation.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- 9. Notice.** Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.
- 10. Guarantee Deposit.** Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.
- 11. Bond.** Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.
- 12. Expense.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.
- 13. Attempted Variations.** There can be no variation or departure from the terms of this license without prior written consent of VA.
- 14. Nondiscrimination.** Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.
- 15. Assignment, Revocation, and Abandonment.** This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.

CONTINUATION SHEET

Not Applicable

CONTINUATION SHEET

Not Applicable

EXHIBIT "A"

SPECIAL CONDITIONS VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Licensee will provide Veteran-centric services for Veterans and their families at the Property under the following parameters:

1. **General:** This License is being granted in a manner to prohibit the Licensee from recording the License in any public land records.
2. **Use of Property:** Licensee shall provide credit union services, to include financial services and access to an Automated Teller Machine (ATM), for the credit union's members, including federal employees and their families, Veterans, their family members, VA employees, credit union members, and others while in the hospital and/or using the onsite Veterans Canteen Services dining facility and store.
 - 2.1. At Licensee's sole expense, Licensee shall provide all other resources needed to exercise the privileges granted under this License.
 - 2.2. Upon commencement of this License, Licensee shall provide a set of keys and alarm codes to VA Police Department (VAPD) and VA WLA Campus Asset Management to gain access into Building 500, Rooms 1404 - 1405 spaces for the purpose of inspection and when otherwise deemed necessary for the protection of the interests of the Government, and Licensee shall have no claim or cause of action on account thereof against the VA or any officer, agent, or employee thereof.
 - 2.3. Licensee shall provide prompt repairs, maintenance and any equipment upgrades necessary to keep the ATM operational. Licensee shall ensure the ATM is in compliance with the American with Disabilities Act (ADA). Any necessary repairs shall be made within seven (7) calendar days of notification of the need for such repairs, and Licensee shall give proper notice to users.
 - 2.4. Licensee shall not in any way suggest, in writing or otherwise, that VA endorses Licensee or will be liable for any job, housing, or education information provided by Licensee to any third parties.
 - 2.5. As a condition for Licensee utilizing the Property free of charge, Licensee shall satisfy the requirements under 12 U.S.C. § 1770 which requires that at least Ninety-Five Percent (95%) of Licensee's membership is comprised of individuals who are either current federal employees or were federal employees at the commencement of membership, and members of their families. On an annual basis, Licensee shall provide written certification that its membership percentage satisfies the requirements under 12 U.S.C. § 1770 to the Licensor Chief Liaison.
3. **Maintenance and Repairs.** Licensee shall maintain the Property in a clean, neat, and safe condition during the term of the License.
4. **Operating Expenses.** All costs associated with the services provided at the Property shall be borne solely by Licensee.

5. **Management and Use.** Licensee shall manage, operate, and maintain the Property in a diligent, careful, and first-class manner consistent with industry standards for other similar competitive credit union facilities in the Los Angeles marketplace. Licensee shall not use or occupy the Property or any portion thereof or permit any other person to use or occupy the Property or any portion thereof in any manner or for any purpose which (i) would constitute a nuisance, (ii) which would injure the reputation of the WLA Campus or the Property, or (iii) would unreasonably disturb visitors, staff, and patients at the WLA Campus.

6. **Hours of Operation.** Licensee shall be required to keep the Property open on days and at hours specified by Licensor. From time to time, Licensor may at its discretion change the days and hours of operation of the Property.

7. **Safety, Complaints, and Problems.** Licensee shall conduct rounds at the Property and adjacent areas on a regular basis during the Hours of Operation and make every effort to proceed and resolve all claims and complaints arising from the operation of the Property.

8. **Personnel.** Licensee shall employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely, and economically manage, operate, monitor, maintain, staff and account for the Property with the necessary number of employees on call to allow users to use the Property during the Hours of Operation.

9. **Security.** During the Hours of Operation and as otherwise needed to satisfy the terms and conditions of this License, Licensee shall provide security for the Property at its sole expense.

10. **Insurance:** Licensee, at its expense, shall carry and maintain the following insurance during the term of the License: (a) All-risk property and casualty insurance, (b) Public liability and property damage insurance, including but not limited to, insurance against assumed or contractual liability under this License, to afford protection with limits of liability in amounts approved from time to time by Licensor, but not less than \$1,000,000.00 in the event of bodily injury and death to any number of persons in any one accident, and not less than \$1,000,000.00 for property damage; (c) Workers' compensation or similar insurance in form and amounts required by law; (d) All other types of insurance imposed by applicable legal requirements or customarily carried and maintained by owners and operators of similar properties, and as Licensor may reasonably require for its protection. Prior to commencement of operations at the Property, Licensee shall deliver promptly to Licensor a certificate of insurance or a certified copy of each policy of insurance required by this License and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks, together with appropriate evidence of payment of the premiums. The United States of America shall be named as an additional insured.

11. **Approvals:** During the term of the License, Licensee will: (a) obtain, at its own expense, all pertinent Federal, State, and local permits, licenses, and approvals (including but not limited to those required approvals of VA Police Department, VA Safety Department and the City and County of Los Angeles Fire Department) which are necessary to operate the Property as contemplated in this License; (b) assure that all applicable Federal, State, and local requirements are met; (c) assure that the operation

of the Property in accordance with the preceding Clause "(b)" does not negatively affect Licensors activities and operations; and (d) assure that the Property is operated as a drug and alcohol free environment and take action promptly when this requirement is not met by occupants.

12. **Termination:** VA may revoke this License, at any time, for any reason, at no cost to VA, with a thirty (30) day advance written notice to Licensee. Licensee may revoke this License, at any time, for any reason, with a thirty (30) day advance written notice to the VA, with Licensee to pay any costs associated with the revocation of this License as provided for in the General Conditions and the Special Conditions.

13. **Restoration of Property Condition:** Upon the termination or expiration of this License, Licensee agrees to restore the Property to the conditions present at the commencement of the License. On a daily basis during the Term of the License, Licensee will remove all trash, debris, personal property, and vehicles, as well as remediate any unsanitary conditions, in order to leave the Property in a neat, clean, and safe condition. This Licensee obligation shall survive the expiration or termination of this License.

14. **Media Inquiries.** In the event the Licensee is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Licensee must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, the Licensee shall not host media representatives on Department of Veterans Affairs owned property without prior approval from the Licensors.

15. **Signatory Authorization.** Only the authorized signatory named in this License will be allowed to submit written modification requests to the Licensors. Any requests submitted by non-signatory person(s) will not be accepted.

16. **Advertising:** Any literature or promotional materials using the name or logo of Licensors or VA Greater Los Angeles Healthcare System must be approved in advance by Licensors. Licensee will in no way suggest in writing or otherwise that Licensors endorses or will be liable for any job, housing, or education information provided to third parties including Veterans and will indemnify and hold Licensors harmless against any claim, or liability whatsoever.

17. **Smoking Policy:** Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VHA facility. Per VHA Directive 1085 dated March 5, 2019, it is VHA policy that all VHA health care facilities, including hospitals, community clinics, administrative offices and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas.

18. **Point of Contact & Notices:** Licensors and Licensee each appoint the following respective "Chief Liaison" to serve as their organization's primary point of contact for all matters involving the activities governed by this License in order to ensure efficient implementation and operations. All notices, or other correspondence required under or arising from the terms of this License shall be served on or mailed to the Chief Liaisons. Licensors and Licensee will promptly identify new points of contact in the event of staff turnover.

EXHIBIT "B"

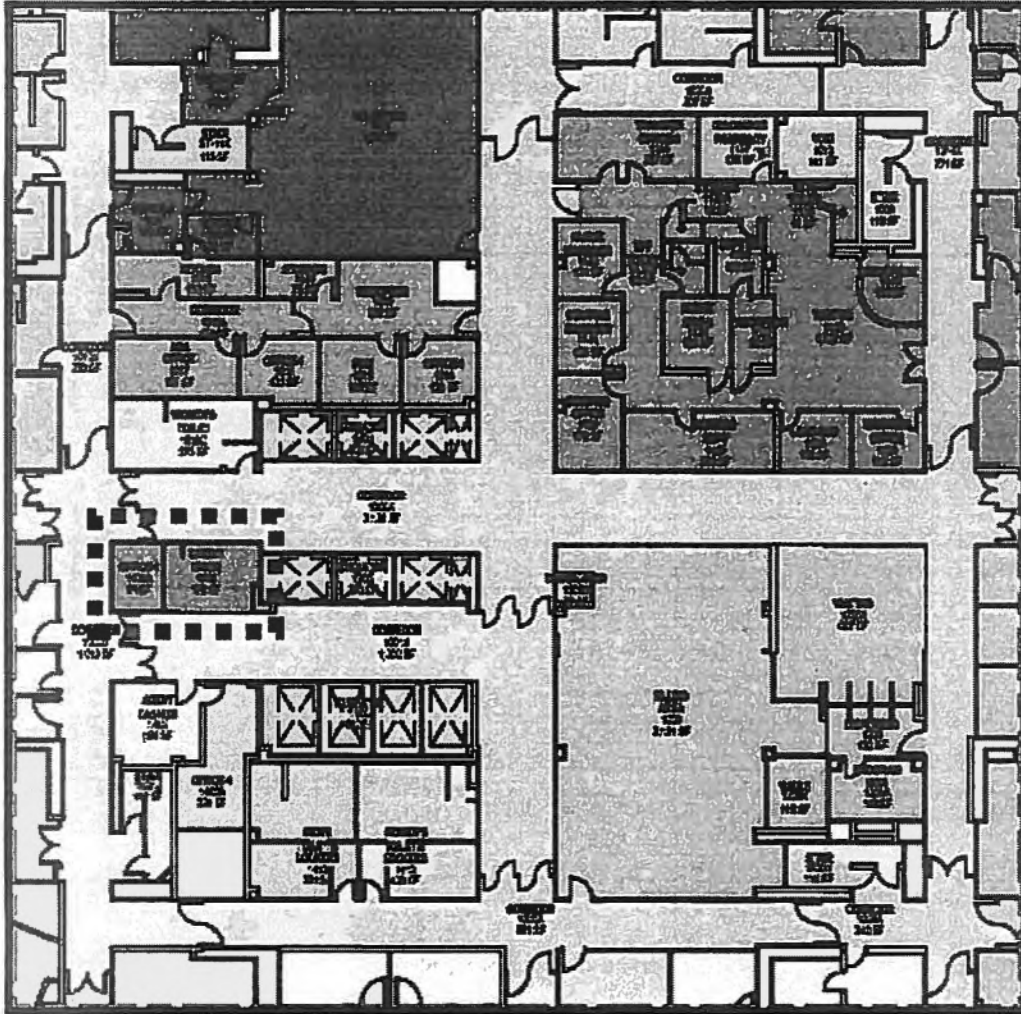
**LOCATION MAP
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**



WLA Campus is outlined in red hashed line. Building 500 is outlined in blue straight line. The Property is located on the first floor of Building 500.

EXHIBIT "C"

**PROPERTY DESCRIPTION
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**



The Property (Room Number 1404 and Room Number 1404A) within the first floor of Building 500 on the WLA Campus is shown above outlined with a red dashed line.



U.S. Department
of Veterans Affairs

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

VA691-20-RL-0004

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Volunteers of America of Los Angeles

3a. MAILING ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)

3600 Wilshire Blvd., Suite 1500
Los Angeles, CA 90010
Attn: Bob Pratt

3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)

3600 Wilshire Blvd., Suite 1500
Los Angeles, CA 90010

4. NAME AND ADDRESS OF INSTALLATION

U.S. Department of Veterans Affairs
VA Greater Los Angeles Healthcare System ("VAGLAHS")
VA West Los Angeles Campus
11301 Wilshire Boulevard
Los Angeles, CA 90073
("WLA Campus"), depicted in Exhibit A

5. PERIOD COVERED

FROM (Month, day, year)

08/21/2020

TO (Month, day, year)

08/20/2021

6. CONSIDERATION

No License fee is due and payable. Licensee at its sole cost and expense shall provide the Veteran-centric services as set forth in the Special Conditions attached hereto.

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof.)

Non-exclusive portion of the WLA Campus comprised of approximately 224 net square feet of building area within Room No. 127, located on the first floor of Building 257 ("Property"), as depicted in Exhibit C: Property Description attached hereto.

7B. EXHIBIT(S) ATTACHED

General Conditions
Special Conditions
A: Location Map
B: Site Plan
C: Property Description

8. PURPOSE OF LICENSE

Licensee shall use the Property for Veteran-centric services comprised of Veteran housing and job placement services ("Veterans Services"), as set forth in the Special Conditions attached hereto.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS

General Conditions, Special Conditions, Exhibit A, Exhibit B, and Exhibit C are attached hereto.

VETERANS AFFAIRS LICENSOR

LICENSEE

DATE OF LICENSE (Month, day, year)

09/14/2020

DATE ACCEPTED (Month, day, year)

09/11/2020

SIGNATURE(S) OF LICENSOR (Sign in ink)

Robert W. McKenrick 549533

Digitally signed by Robert W. McKenrick 549533
Date: 2020.09.21 10:35:50 -0700

TYPED NAME OF SIGNATORY

Veronica Lara (Signature on following page)

ADDRESS OF LICENSOR

U.S. Department of Veterans Affairs
Robert McKenrick, Executive Director
Community Engagement and Reintegration
Service (CERS) and Master Plan
11301 Wilshire Blvd, Room 6429G
Los Angeles, CA 90073

SIGNATURE(S) OF SIGNATORY (Sign in ink)

TITLE OF SIGNATORY

Chief Operating Officer (COO)

TELEPHONE NO. OF LICENSEE (Including Area Code)

(b) (6)

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, _____, certify that I am the _____
Secretary of the corporation named as licensee herein; that _____
who signed said license on behalf of the licensee was then _____
of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and
is within the scope of its corporate powers.

(CORPORATE)

(SEAL)

(Signature) (Sign in ink)



U.S. Department
of Veterans Affairs

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Volunteers of America of Los Angeles

3a. MAILING ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)

3600 Wilshire Blvd., Suite 1500
Los Angeles, CA 90010
Attn: Bob Pratt

4. NAME AND ADDRESS OF INSTALLATION

U.S. Department of Veterans Affairs
VA Greater Los Angeles Healthcare System ("VAGLAHS")
VA West Los Angeles Campus
11301 Wilshire Boulevard
Los Angeles, CA 90073
("WLA Campus"), depicted in Exhibit A

3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)

3600 Wilshire Blvd., Suite 1500
Los Angeles, CA 90010

5. PERIOD COVERED

FROM (Month, day, year)

08/21/2020

TO (Month, day, year)

08/20/2021

6. CONSIDERATION

No license fee is due and payable. Licensee at its sole cost and expense shall provide the Veteran-centric services as set forth in the Special Conditions attached hereto.

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof.)

Non-exclusive portion of the WLA Campus comprised of approximately 224 net square feet of building area within Room No. 127, located on the first floor of Building 257 ("Property"), as depicted in Exhibit C: Property Description attached hereto.

7B. EXHIBIT(S) ATTACHED

General Conditions
Special Conditions
A: Location Map
B: Site Plan
C: Property Description

8. PURPOSE OF LICENSE

Licensee shall use the Property for Veteran-centric services comprised of Veteran housing and job placement services ("Veterans Services"), as set forth in the Special Conditions attached hereto.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS

General Conditions, Special Conditions, Exhibit A, Exhibit B, and Exhibit C are attached hereto.

VETERANS AFFAIRS LICENSOR

DATE OF LICENSE (Month, day, year)

SIGNATURE(S) OF LICENSOR (Sign in ink)

Robert W. McKenrick 549533
Digitally signed by Robert W. McKenrick
Date: 2020.09.21 10:37:19 -0700

ADDRESS OF LICENSOR

U.S. Department of Veterans Affairs
Robert McKenrick, Executive Director
Community Engagement and Reintegration
Service (CERS) and Master Plan
11301 Wilshire Blvd, Room 6429G
Los Angeles, CA 90073

LICENSEE

DATE ACCEPTED (Month, day, year)

09/11/2020

TYPED NAME OF SIGNATORY

Veronica Lara

SIGNATURE

(b) (6)

TITLE OF

COO

TELEPHONE NO. OF LICENSEE (Including Area Code)

(b) (6)

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, _____, certify that I am the _____
Secretary of the corporation named as licensee herein; that _____
who signed said license on behalf of the licensee was then _____
of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and
is within the scope of its corporate powers.

(CORPORATE)

(SEAL)

(Signature) (Sign in ink)

GENERAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

- 1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).
- 2. Structures.** The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.
- 3. Laws and Ordinances.** Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.
- 4. Sanitary Conditions.** If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.
- 5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.
- 6. Indemnification.** The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- 7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.
- 8. Operation.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- 9. Notice.** Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.
- 10. Guarantee Deposit.** Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.
- 11. Bond.** Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.
- 12. Expense.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.
- 13. Attempted Variations.** There can be no variation or departure from the terms of this license without prior written consent of VA.
- 14. Nondiscrimination.** Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.
- 15. Assignment, Revocation, and Abandonment.** This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.

CONTINUATION SHEET

[illegible]

CONTINUATION SHEET

[illegible]

SPECIAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Licensee will provide Veteran-centric services for Veterans and their families at the Property under the following parameters:

1. **General.** This License is being granted in a manner to prohibit the Licensee from recording the License in any public land records.

2. **Use of Property.** Licensee shall have non-exclusive access to the WLA Campus and non-exclusive use of the Property in order to provide services for Veterans ("Veterans Services") through Volunteers of America Los Angeles (Supportive Services to Veteran Families), including but not limited to the following activities: (a) Licensee will conduct intake assessments to provide peer support for Veterans seeking permanent housing using HUD-VASH Vouchers (VA Supported Housing) and other benefits available to Veterans via the Countywide Benefits Entitlements Services Team (CBEST). (b) Licensee will support Veterans by utilizing the Greater Los Angeles Coordinated Entry System (CES) by identifying tools and connecting Veterans with the most adequate programs to address their needs. (c) Licensee employs certified peer support specialists to assist Veterans with job placement via relationships with Los Angeles County programs. .

2.1. At Licensee's sole expense, Licensee shall provide all other resources needed to exercise the privileges granted under this License.

2.2. Upon commencement of this License, Licensee shall provide a set of keys and alarm codes to VA Police Department (VAPD) and VA WLA Campus Asset Management to gain access to the Property for the purpose of inspection and when otherwise deemed necessary for the protection of the interests of the Government. Licensee shall have no claim or cause of action on account thereof against the VA or any officer, agent, or employee thereof.

2.3. Licensee shall not in any way suggest, in writing or otherwise, that VA endorses Licensee or will be liable for any job, housing, or education information provided by Licensee to any third parties.

3. **Maintenance and Repairs.** Licensee shall maintain the Property in a clean, neat, and safe condition during the term of the License.

4. **Operating Expenses.** All costs associated with the services provided at the Property shall be borne solely by Licensee.

5. **Management and Use.** In exercising the privileges granted under this License, Licensee shall not interfere with the operations of the VA or other authorized users of VA property. Licensee shall comply with VA regulations and policies regarding conduct permitted on VA property. If Licensee or its personnel act in a manner that interferes with operations on VA property, or engage in conduct that does not comply with VA regulations

or policies, the VA shall have the right, at the VA's sole discretion, to demand that the individuals performing such acts or engaging in such conduct immediately vacate VA property.

4. **Hours of Operation.** Licensee shall be required to keep the Property open on days and at hours specified by Licensor. Initially, Licensee's Hours of Operation will be conducted Monday through Friday between 6:30 a.m. to 3:00 p.m. From time to time, Licensor may at its discretion change the days and Hours of Operation of the Property.

5. **Safety, Complaints, and Problems.** Licensee shall conduct rounds at the Property and adjacent areas on a regular basis during the Hours of Operation and make every effort to proceed and resolve all claims and complaints arising from the operation of the Property.

6. **Personnel.** Licensee shall employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely, and economically manage, operate, monitor, maintain, staff and account for the Property with the necessary number of employees on call to allow users to use the Property during the Hours of Operation.

7. **Security.** During the Hours of Operation and as otherwise needed to satisfy the terms and conditions of this License, Licensee shall provide security for the Property at its sole expense.

8. **Insurance:** Licensee, at its expense, shall carry and maintain the following insurance during the term of the License: (a) All-risk property and casualty insurance, (b) Public liability and property damage insurance, including but not limited to, insurance against assumed or contractual liability under this License, to afford protection with limits of liability in amounts approved from time to time by Licensor, but not less than \$1,000,000.00 in the event of bodily injury and death to any number of persons in any one accident, and not less than \$1,000,000.00 for property damage; (c) Workers' compensation or similar insurance in form and amounts required by law; (d) All other types of insurance imposed by applicable legal requirements or customarily carried and maintained by owners and operators of similar properties, and as Licensor may reasonably require for its protection. Prior to commencement of operations at the Property, Licensee shall deliver promptly to Licensor a certificate of insurance or a certified copy of each policy of insurance required by this License and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks, together with appropriate evidence of payment of the premiums. The United States of America shall be named as an additional insured.

9. **Approvals:** During the term of the License, Licensee will: (a) obtain, at its own expense, all pertinent Federal, State, and local permits, licenses, and approvals (including but not limited to those required approvals of VA Police Department, VA Safety Department and the City and County of Los Angeles Fire Department) which are necessary to operate the Property as contemplated in this License; (b) assure that all

applicable Federal, State, and local requirements are met; (c) assure that the operation of the Property in accordance with the preceding Clause “(b)” does not negatively affect Licensors’ activities and operations; and (d) assure that the Property is operated as a drug and alcohol free environment and take action promptly when this requirement is not met by occupants.

10. **Termination:** VA may revoke this License, at any time, for any reason, at no cost to VA, with a thirty (30) day advance written notice to Licensee. Licensee may revoke this License, at any time, for any reason, with a thirty (30) day advance written notice to the VA, with Licensee to pay any costs associated with the revocation of this License as provided for in the General Conditions and the Special Conditions.

11. **Restoration of Property Condition:** Upon the termination or expiration of this License, Licensee agrees to restore the Property to the conditions present at the commencement of the License. On a daily basis during the Term of the License, Licensee will remove all trash, debris, personal property, and vehicles, as well as remediate any unsanitary conditions, in order to leave the Property in a neat, clean, and safe condition. This Licensee obligation shall survive the expiration or termination of this License.

12. **Media Inquiries.** In the event the Licensee is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Licensee must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, the Licensee shall not host media representatives on Department of Veterans Affairs owned property without prior approval from the Licensors.

13. **Signatory Authorization.** Only the authorized signatory named in this License will be allowed to submit written modification requests to the Licensors. Any requests submitted by non-signatory person(s) will not be accepted.

14. **Advertising:** Any literature or promotional materials using the name or logo of Licensors or VA Greater Los Angeles Healthcare System must be approved in advance by Licensors. Licensee will in no way suggest in writing or otherwise that Licensors endorses or will be liable for any job, housing, or education information provided to third parties including Veterans and will indemnify and hold Licensors harmless against any claim, or liability whatsoever.

15. **Smoking Policy:** Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VHA facility. Per VHA Directive 1085 dated March 5, 2019, it is VHA policy that all VHA health care facilities, including hospitals, community clinics, administrative offices and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas.

16. **Point of Contact & Notices:** Licensors and Licensee each appoint the following respective “Chief Liaison” to serve as their organization’s primary point of contact for all

matters involving the activities governed by this License in order to ensure efficient implementation and operations. All notices, or other correspondence required under or arising from the terms of this License shall be served on or mailed to the Chief Liaisons. Licensors and Licensees will promptly identify new points of contact in the event of staff turnover.

<u>Licensors Chief Liaison</u>	<u>Licensees Chief Liaison</u>
Robert McKenrick Executive Director Community Engagement and Reintegration Service (CERS) and Master Plan 11301 Wilshire Blvd, Room 6429G Los Angeles, CA 90073 (b) (6) @va.gov (b) (6)	Taunya Taylor Director Veteran Services 3600 Wilshire Blvd., Suite 1500 Los Angeles, CA 90010 (b) (6) (b) (6) @voala.org

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EXHIBIT "A"

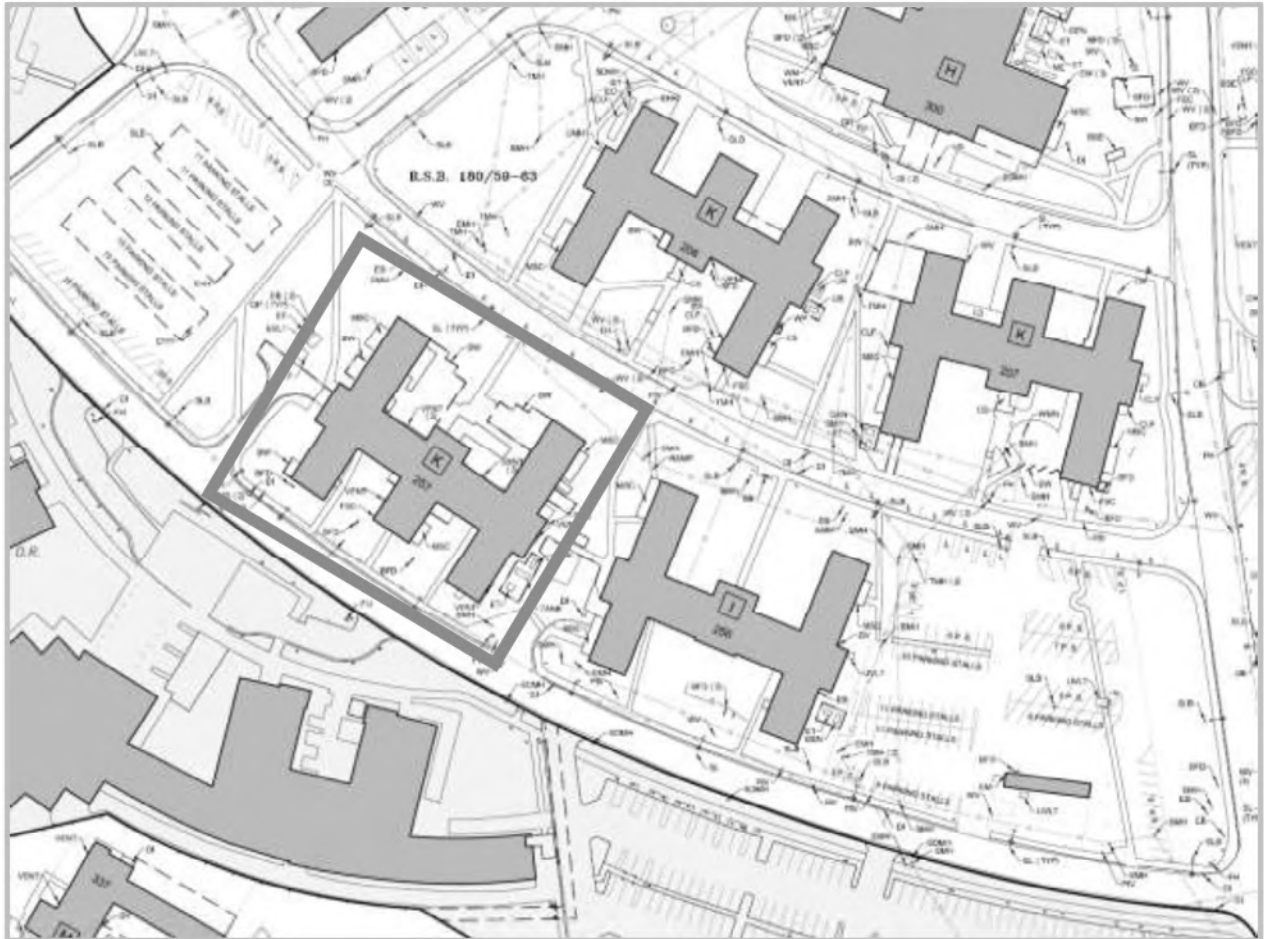
**LOCATION MAP
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**



The WLA Campus is outlined in red dashed line. Building 257 is outlined in blue straight line. The Property is located on the first floor of Building 257.

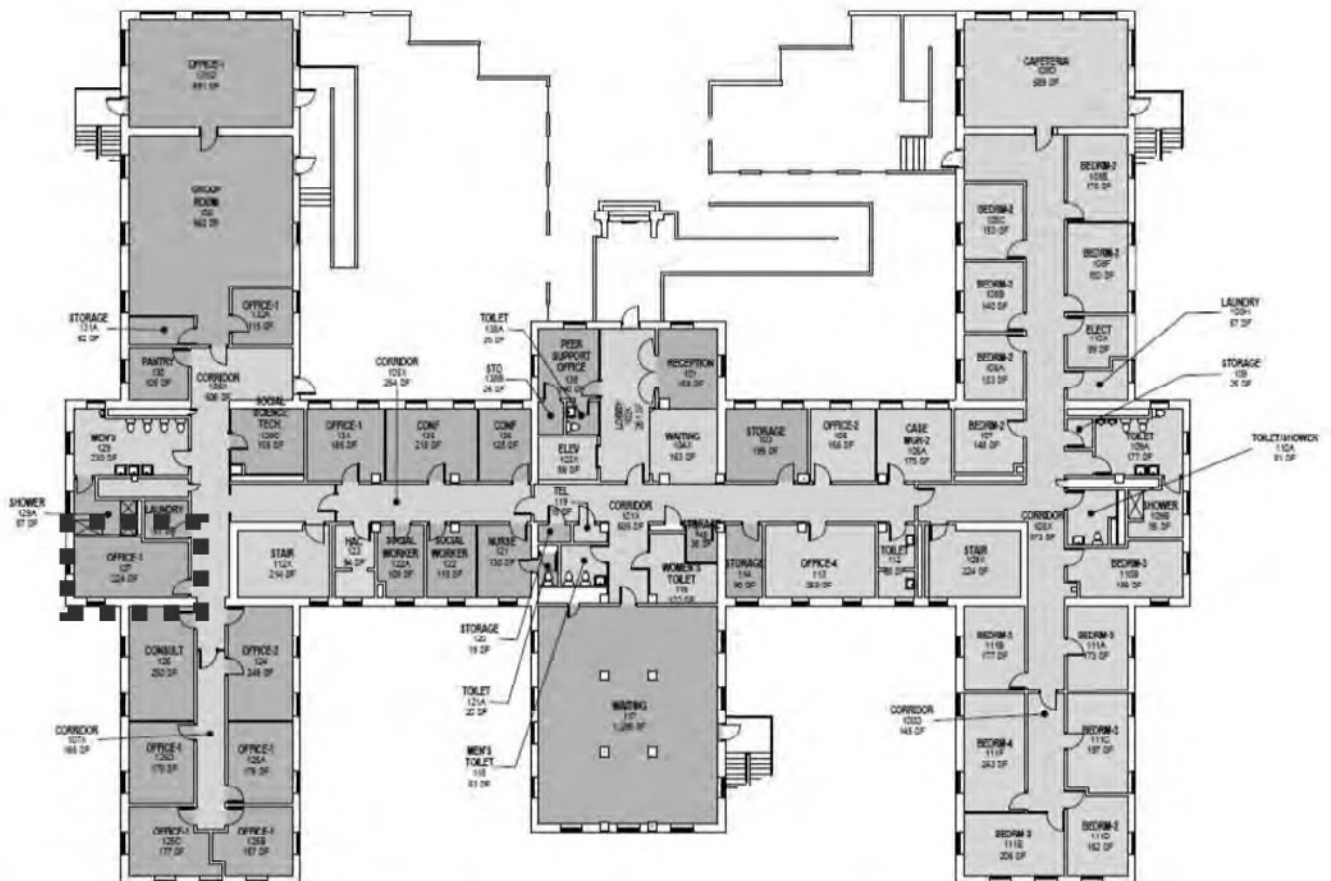
EXHIBIT "B"

**SITE PLAN
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**



Building 257 is shown above within the blue straight-line outline.

PROPERTY DESCRIPTION
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY



Special Conditions - Page 7 of 7

LEASE AGREEMENT

United States Department of Veterans Affairs

and

Wadsworth Chapel Heritage Partners

Historic Wadsworth Chapel

VA West Los Angeles Campus

11301 Wilshire Boulevard, Los Angeles, California 90073

**Pursuant to the West Los Angeles Leasing Act of 2016
(Public Law 114-226), as amended by Section 303 of the VA
Expiring Authorities Act of 2018 (Public Law 115-251)**

DATED: NOVEMBER 30th, 2020

LEASE AGREEMENT

PREAMBLE

This lease ("Lease") is made and effective as of November 30th, 2020, by and between the United States Department of Veterans Affairs (hereinafter "Department" or "VA"), and Wadsworth Chapel Heritage Partners (hereinafter "Lessee"), a 501(c)(3) non-profit public benefit corporation organized under the laws of the State of California, for the premises described and depicted in Exhibit "A", which is more particularly defined herein as the "Property" or the "Chapel". VA and Lessee shall from time to time be collectively referred to herein as the "Parties", or individually as a "Party".

RECITALS

A. WHEREAS, the Department has jurisdiction and control of certain real property and facilities known as the West Los Angeles Campus, located at 11301 Wilshire Boulevard, Los Angeles, California 90073 (hereinafter the "WLA Campus"), which provides services and benefits to the nation's Veterans and their families. The land and improvements subject to this non-exclusive Lease consists of the Historic Wadsworth Chapel (Building 20) containing approximately 5,350 building square feet and the Chapel Site comprised of the areas bounded by Parking Lot Number 7 to the West, Eisenhower Avenue to the North and the interior edge of the walkway located to the East and South at the WLA Campus (hereinafter the "Property" the "Chapel", or the "Chapel Site"), and as further described and depicted in Exhibit "A" and in Exhibit "B"; and

B. WHEREAS, the West Los Angeles Leasing Act of 2016 (Public Law 114-226), as amended by Section 303 of the VA Expiring Authorities Act of 2018 (Public Law 115-251), (hereinafter, collectively referred to as "the West LA Leasing Act"), attached as Exhibit "C" to this Lease, authorizes the Department to grant this Lease to the Lessee, and the Lessee in return will provide services to principally benefit Veterans and their families and consideration as described herein; and

C. WHEREAS, this Lease recognizes and is executed consistent with VA's goal to revitalize the WLA Campus into a welcoming and vibrant community for Veterans of the Greater Los Angeles area, and to help end Veterans homelessness in Los Angeles, California, with the purpose of ensuring that the WLA Campus more appropriately benefits Veterans and their families, including Veterans who are severely disabled, chronically homeless, aging, or female; and

D. WHEREAS, VA's January 2016 Draft Master Plan for the WLA Campus recognizes the historic significance of the Chapel and of the WLA Campus as a whole and commits to "[p]reserving the site's historic structures and using them as building blocks for a new community [for Veterans and their families] ... to enhance Veteran pride of ownership, anchor the campus in its prominent place in VA history, and bridge the needs of Veterans and the community at large, this lease is executed consistent with VA's Draft Master Plan, guided by collaborative work by VA and Lessee to develop the programs and activities set forth below for the direct benefit of Veterans; and

E. WHEREAS, VA has identified the Wadsworth Chapel as a historic property which

is individually listed in the National Register of Historic Properties, and, on May 1, 2019, executed with the Advisory Council on Historic Preservation (ACHP) and the California State Historic Preservation Office (SHPO) a Programmatic Agreement pursuant to Section 106 of the National Historic Preservation Act regarding redevelopment of the WLA Campus, including the Wadsworth Chapel ("106 PA"); and

F. WHEREAS, the WLA Campus, and any actions taken by VA relating to the WLA Campus, are subject to Federal law, including but not limited to the West LA Leasing Act and will be taken in accordance with VA's WLA Campus Draft Master Plan dated January 28, 2016 ("Draft Master Plan") or successor Master Plan; and

G. WHEREAS, this Lease is entered on the Effective Date, for good and valuable consideration set forth herein, to confirm and memorialize the Parties' mutual understandings of the terms and conditions whereby Lessee will prospectively provide Veteran-focused services and support to VA's WLA Campus, for the direct and principal benefit of Veterans and their families. The Parties agree that this Lease contains the terms of a real property agreement and related agreements setting forth in appropriate detail the rights and obligations of the Parties; and

H. WHEREAS, VA has determined that this Lease and the consideration to be provided from the Lessee is consistent with VA's mission and operations, and will help revitalize the WLA Campus for the benefit of Veterans and their families; and

I. WHEREAS, the Department and Lessee understand that during the Lease Term, the Property, as defined in Article 1 of this Lease, shall be subject to applicable Federal, State, and local laws, codes, ordinances, regulations, and permitting requirements; and

J. WHEREAS, the Department and Lessee understand that during the Lease Term, Lessee will be required to comply with the Service Contract Act (41 U.S.C. §§ 6701-6707); and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which is hereby acknowledged and accepted, it is hereby agreed that the terms and conditions of this Lease are as follows:

ARTICLE 1 – EXHIBITS AND DEFINITIONS

A. **Exhibits**: The following constitute the Exhibits to this Lease. Each of the Exhibits is attached to this Lease and are hereby incorporated:

1. Exhibit "A": Property Description
2. Exhibit "B": Site Plan & Pictures
3. Exhibit "C": The West Los Angeles Leasing Act of 2016 (Public Law 114-226), as amended by the VA Expiring Authorities Act of 2018 (Section 303 of Public Law 115-251)
4. Exhibit "D": Proposed Project Description, Property Management Plan and Business Plan (subject to final approvals post-award)

B. **Definitions**: The following constitute the definitions to this Lease:

"Chapel Site": means the site area containing approximately 40,000 square feet bounded

by Parking Lot Number 7 to the West, Eisenhower Avenue to the North and the interior edge of the walkway located to the East and South of the Chapel.

“Congress”: means the Congress of the United States of America.

“Department” or “VA”: means the United States Department of Veterans Affairs.

“Effective Date”: means the date this Lease is executed by both Parties; provided that, if the Parties execute this Lease on different days, the Effective Date shall mean the later day that this Lease is executed.

“Force Majeure”: means any of the following that directly cause any of Lessee’s obligations hereunder not to be performed in a timely manner: (a) an earthquake, hurricane, tornado, flood, or other similar act of God; (b) fire; (c) strikes or similar labor disputes provided such strike or similar dispute is beyond Lessee’s control and provided Lessee takes all steps reasonably possible to remediate such strike or similar dispute; (d) acts of the public enemy; (e) inability to obtain labor or materials or clear access to the Project by reason of acts or omissions of any governmental body not caused by Lessee’s actions or omissions; (f) rebellions, riots, insurrections or civil unrest; (g) unusually severe weather conditions that actually cause similar renovation activities in the area of the Project to be suspended; (h) discovery, remediation, and abatement of any unknown environmental hazard or unknown hazardous substance (i.e., a hazardous substance, covered by any environmental law or regulation, whose existence on the Property is unknown to Lessee by the Effective Date) which is affecting the Property; (i) discovery of any ancient, historical, archeological, architectural, or cultural artifacts, relics, or remains on the Property; and (j) any act or omission of a governmental body other than VA not caused by VA’s or Lessee’s actions or omissions.

“Hazardous Substances”: means those substances as defined in Article 17 of this Lease.
“Lease”: means this Lease between the Department and Lessee.

“Lease Term”: means the Initial Term of the Lease and, if applicable, the Extension Term(s), as defined in Article 3.B of the Lease.

“Lessee”: means Wadsworth Chapel Heritage Partners.

“Project”: means the actions undertaken to fund, design, preserve, rehabilitate, maintain, and operate the Property in accordance with this Lease. The Project is described in more detail in Exhibit “D”.

“Property”: means that certain real property consisting Historic Wadsworth Chapel (Building 20) containing approximately 5,350 building square feet and including the Chapel Site (hereinafter the “Property” or the “Chapel”), as described and depicted in Exhibit “A”, respectively, and all of the structures, improvements, utilities, fixtures, infrastructure, and any other improvements that are located, constructed, erected or placed thereon.

“Qualified Party”: means any Person whereby (i) neither such Person nor any of its partners, members, or principal stockholders is debarred or suspended from doing business with the Department or any other Federal government agency, (ii) neither such Person nor any of its partners, members, or principal stockholders is listed on any non-procurement or reciprocal lists on the most current “System for Award Management” published by the United States General Services Administration at www.sam.gov, as updated from time to time, or any replacement

thereof, (iii) neither such Person nor any of its partners, members, or principal stockholders is a person who poses a security or safety risk as determined by the Secretary of State, including but not limited to any person who either represents a country, or is a member of or provides political, financial or military support to a group, that is listed in the most current "Patterns of Global Terrorism" report, issued by the Secretary of State in compliance with 22 U.S.C. § 2656f(a), available from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402 and also available at <https://www.state.gov/j/ct/rls/crt/>, and (iv) neither such Person nor any of its partners, members or principal stockholders is subject to a criminal indictment or information for a felony in any court in the United States. For purposes of this Lease, the term "principal stockholder" shall mean any person who is a beneficial owner (as defined for purposes of Rule 13d-3 of the Securities and Exchange Act of 1934, as amended and promulgated by the Securities and Exchange Commission) of ten percent (10%) or more of the outstanding stock or other equity of the Lessee.

"Secretary": means the Secretary of VA or the individual delegated to act for and on behalf of the Secretary.

"Services": means services provided by the Lessee to rehabilitate, renovate, preserve, and operate the Chapel.

"VA Expiring Authorities Act": means the Department of Veterans Affairs Expiring Authorities Act of 2018 (Public Law 115-251), which at Section 303 modified compliance requirements for particular leases relating to the WLA Campus and attached as Exhibit "C" to this Lease.

"WLA Campus": means the VA West Los Angeles Campus located at 11301 Wilshire Boulevard, Los Angeles, California 90073.

"Veteran(s)": means a Veteran(s) who served in the active military, naval or air service, and who was discharged or released therefrom).

"West LA Leasing Act": means the West Los Angeles Leasing Act of 2016 (Public Law No: 114-226), as amended by the VA Expiring Authorities Act, and attached as Exhibit "C" to this Lease.

ARTICLE 2 – CONSIDERATION FOR LEASE AND OPERATING GUIDELINES

A. **Consideration**: In return for VA granting this Lease for the Property on the WLA Campus, in addition to providing services that principally benefit Veterans and their families as provided in Article 2.B., below, the Lessee hereby agrees to provide the following consideration:

1. Annual rental payment of \$1.00 to be paid on the anniversary of the effective date of the Lease.
2. Maintenance and protection of the Property consistent with the solemnity and historic significance of the facility.

B. **Operating Guidelines for Services that Principally Benefit Veterans and Their Families**. The Department and Lessee hereby agree as follows:

1. **Services that Principally Benefit Veterans and their Families**: The primary purpose

of the Lease will be the provision of services that principally benefit Veterans and their families. Such services must include services to preserve and rehabilitate the Chapel, as well as services provided within the rehabilitated structure consistent with one or more of Sections 2(b)(2)(A) through (2)(b)(2)(I) of the West LA Leasing Act. For purposes of section 2(b)(2)(I) of the West LA Leasing Act, VA considers services to rehabilitate and preserve the Chapel to be services in support of the services to be provided in the Chapel post-rehabilitation. The term “services that principally benefit Veterans and their families” is defined in Section (2)(l)(1) of the West LA Leasing Act to mean services “provided exclusively to veterans and their families”, or services “that are designed for the particular needs of veterans and their families, as opposed to the general public, and any benefit to the general public is distinct from the intended benefit to veterans and their families”. Section 2(l)(2) of the West LA Leasing Act further provides that services in which the only benefit to Veterans and their families is the generation of revenue for VA do not meet the definition of “services that principally benefit Veterans and their families.” Any services provided to Veterans and their families by Lessee within the Chapel post-rehabilitation must be coordinated with VA to ensure that such services complement the care and services provided by VA and are consistent with applicable Federal laws. Such services will include the following initiatives:

- a. Rehabilitation and historic preservation of the Wadsworth Chapel in a manner consistent with all applicable Federal laws and regulations related to environmental and historic preservation;
- b. Fund, design, preserve, rehabilitate, maintain, operate, and manage the Wadsworth Chapel in a diligent and careful manner consistent with the solemnity and historic significance of the Wadsworth Chapel;
- c. Provide an environment conducive to transformative services, socialization, therapeutic support and evidence-based therapies, community building, and spiritual wellness for Veterans and their families;
- d. Award a portion of building and non-building trades work to Service-Disabled Veteran Owned Small Businesses (SDVOSB) and/or Veteran Owned Small Businesses (VOSB);
- e. Work with local SDVOSB and VOSB associations and Veterans’ service organizations for referrals of qualified persons to meet hiring targets;
- f. Provide Pre-Apprenticeship training scholarships for local Veteran residents as well as increased employment opportunities, vocational training, and skill building for Veterans;
- g. Implement and manage a moral injury center focused on healing the moral, ethical and spiritual wounds of war, fostering new research, and developing more holistic care;
- h. Implement and manage a continuum of therapeutic support and evidence-based therapies to promote the health and wellness (including spiritual wellness) of Veterans and their families, including but not limited to Self-Care Instruction, Nutrition, Socialization, Family Support, Meditation, Yoga, Mindfulness Practices, Art Therapies and Trauma-Informed Care; and
- i. Provide a venue for peer activities, socialization, hosting guest speakers, community events, spiritual practice-gatherings and other events for Veterans and their families

to strengthen and maintain new skills.

2. Project Schedule: Lessee shall advance the Project under the following general timelines:

- a. Commence in earnest comprehensive fundraising or other activities to secure funding for the Project no later than thirty (30) days after the effective date of the Lease;
- b. Finalize design efforts no later than two (2) years after the effective date of the Lease;
- c. Obtain all required approvals no later than three (3) years after the effective date of the Lease;
- d. Commence construction activities no later than three (3) years after the effective date of the Lease.

If there are delays in meeting the deadlines as to any of the items in the above timeline and such delay is the result of circumstances that are beyond the Lessee's control, the Lessee shall notify the VA of the delay and provide a plan to the VA on how the Lessee will address the delay and a revised timeline to accomplish the plan. The Parties agree that they will work collaboratively in good faith to address the delay and to mitigate its effects on completion of the Project.

3. Historic Preservation: In accordance with Section 2(b)(2)(I) of the West LA Leasing Act, Lessee, at its sole cost and liability, shall fund, design, and construct all aspects of the Project as contemplated under this lease for the preservation and rehabilitation of the Chapel, as well as services provided within the rehabilitated structure. The Lessee will be responsible, at its sole cost and liability, for the rehabilitation of the Chapel in a manner that is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

4. Environmental and Historic Preservation: In accordance with Section 2(b)(2)(I) of the West LA Leasing Act, Lessee shall fund, design, and construct all aspects of the Project for the rehabilitation and historic preservation of the Chapel. Consistent with Section 2(h) of the West LA Leasing Act, such rehabilitation and historic preservation must be carried out consistent with all applicable laws relating to environmental and historic preservation, and subject to VA pre-approval of Lessee's detailed final rehabilitation and historic preservation plans and specifications ("**Final Plans**"), which approval shall be withheld only if VA determines that Lessee's Final Plans are not consistent with the 106 PA and/or all applicable laws and regulations, including but not limited to those relating to environmental and historic preservation, and/or will materially interfere with the health and safety of Veterans, employees, and visitors to the WLA Campus, or otherwise interfere with the effective operation of the WLA Campus and/or as a medical facility and home for Veterans.

The demolition of all of the existing improvements and/or new construction of ancillary buildings is subject to VA review and approval. Limited demolition will may be allowed as part of the rehabilitation and preservation of the Chapel, subject to VA review and approval and compliance with the 106 PA.

The Parties agree that activities contemplated under this lease must be evaluated for required compliance activities with applicable laws and regulations, including but not limited to those regarding the National Environmental Policy Act (NEPA), and the National Historic

Preservation Act (NHPA). Lessee shall commence any necessary compliance activities and coordinate with VA early in the planning process. In that regard, the Parties agree and recognize that as a Federal agency, VA must be notified of activities that have the potential to impact the environment and historic properties under its jurisdiction and control.

5. General Maintenance and Repairs: The VA will maintain the Property until the commencement date, which date shall be established upon the satisfaction of the following conditions precedent: the Lessee's securing of financing, the VA's approval of the design and construction plans, and other events that must occur prior to the Lessee taking possession of the Property and beginning construction. Beginning on the commencement date, Lessee shall take possession and have unlimited access to the Property. Lessee will keep the Property clean, sanitary, and in a proper state of maintenance and repair, including pest control, in a manner satisfactory to VA. Until the commencement date, the VA shall have complete control over the Property. The Parties understand that, from time to time before the commencement date, the Lessee may need access to the Property. On such occasions, the Lessee shall have access to the Property with the VA's approval.

6. General Management and Use: Lessee shall rehabilitate, preserve, manage, operate, and maintain the Chapel in a diligent and careful manner consistent with the solemnity and historic significance of the Chapel, with the WLA Campus' intended purpose as a home for Veterans, and with the requirement in the West LA Leasing Act that leases on the WLA Campus be for the provision of services that principally benefit Veterans and their families. Lessee shall act in accordance with Federal laws and regulations and all Lease requirements with respect to the proper protection of, and accounting for VA's assets. Lessee shall not use or occupy the Chapel or any portion thereof, or permit any other person to use or occupy the Chapel or any portion thereof, in any manner or for any purpose which (a) would constitute a nuisance, or would unreasonably disturb Veterans or their families living or receiving care and/or services on the WLA Campus.

7. Safety, Complaints, and Problems: Beginning on the commencement date, Lessee shall employ or contract for sufficient safety and maintenance personnel to maintain the Chapel and the Chapel Site during the Lease term. Lessee must promptly alert the VA police of any potential health, safety, or security events observed at or near the Chapel and the Chapel Site. Lessee shall also promptly advise VA of all claims or complaints about the Chapel and the Chapel Site and/or Lessee's rehabilitation and/or operation thereof. Lessee shall also make every effort to proceed and resolve all claims and complaints arising from rehabilitation of the Chapel and from services provided within the Chapel post-rehabilitation. Lessee shall be responsible for indemnifying VA from any and all such claims.

8. Reporting & Audit: Lessee shall at all times cooperate in good faith with respect to the actions of VA necessary to comply with the audit and reporting requirements of the West LA Leasing Act. This includes, without limitation, complying with any and all recommendations and requests of the VA Office of Inspector General. On an annual basis during the Lease term at its sole expense, Lessee shall obtain an independent third-party audit report of Lessee's obligations under the Lease Agreement, detailing the extent to which the obligations are being met, as well as specific recommendations to address any identified deficiencies going forward. The independent audit shall contain a section containing feedback and input the auditor solicits and receives as part of their audit report preparation, from stakeholders including the California congressional delegation, the former Plaintiffs in the *Valentini v. McDonald* lawsuit, Veteran Service Organizations, and Veterans, through means such as town halls, interviews, focus groups, written responses and/or surveys. Within sixty (60) days of the completion of the third-

party audit and its delivery to VA, the Parties' shall engage in discussions to review the report and address the auditor's recommendations regarding compliance with the terms of the Lease, and to explore potential improvements to address any identified deficiencies in or necessary adjustments to the delivery of Lessee benefits and services to Veterans and their families.

9. Fundraising: Pursuant to 38 C.F.R. § 1.218(a)(8), fundraising is strictly prohibited on property owned by VA. For that reason, the Lessee will be strictly prohibited from conducting any fundraising activity, soliciting alms and contributions, commercial soliciting and vending of all kinds, displaying or distributing commercial advertising, or collecting private debts in or near the Chapel, the Chapel Site, or elsewhere on the WLA Campus. The VA agrees to give Lessee naming rights inside the Chapel, subject to the limitations provided in 38 USC § 531 and VA approval.

10. Prevailing Wages: Lessee shall comply with the requirements of the Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141, *et seq.*, and the relevant rules, regulations, and orders of the Secretary of Labor applicable thereto.

11. Utilities: Beginning on the commencement date, Lessee shall install separate meter(s) for utilities that service the Chapel and to the extent allowable by the respective utility provider and economically feasible for Lessee, reconfigure the utility services to be separate and distinct from the utilities currently provided by VA. Throughout the term of the Lease, it is the responsibility of the Lessee to pay for all utilities through separate metering with all payments remitted directly to the public utility provider and reimbursement to VA for utility consumption during the period prior to the implementation of separate meters.

12. Handicap Accessibility: Lessee shall ensure that the Project, and all activities on the WLA Campus and within the Chapel comply in all respects with the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*, and the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151, *et seq.*, as amended.

ARTICLE 3 – LEASE TERM

A. Initial Term. Unless earlier terminated by the Department as provided in accordance with the terms of this Lease, the initial term of this Lease shall be for twenty (20) years, commencing on the Effective Date ("Initial Term").

B. Extension Term(s). Subject to the provisions of this Section B, the Lease shall provide for three (3) additional ten (10) year extension options to extend the Lease Term, which shall hereafter be referred to individually as an "Extension Term").

1. The Lease may be extended based upon mutual agreement of the Parties. Lessee shall notify the Department in writing requesting to exercise an Extension Term at least One Hundred Eighty (180) calendar days prior to the end of the Initial Term or any approved Extension Term. The Government shall provide a written response to the request to exercise an Extension Term and acceptance or rejection therein, within thirty (30) calendar days of receipt of such request. Acceptance or rejection of any extension request will be at VA's sole and absolute discretion. The VA's agreement to a renewal of the term shall not be unreasonably withheld, conditioned or delayed.

2. Notwithstanding anything in this Lease to the contrary, all of the terms, conditions, covenants, obligations, representations, warranties, and provisions of this Lease shall apply to

the Extension Term(s).

C. **Termination.** The Department and Lessee hereby agree as follows:

1. **Termination for Default.** VA may, by written notice of default to the Lessee, terminate this lease in whole or in part if the Lessee fails to (a) To perform the services within the time specified in this lease agreement or any extension; (b) Make progress, so as to endanger performance of this lease; or (c) Perform any of the other provisions of this lease. VA's right to terminate this lease, may be exercised if the Lessee does not cure such failure within ten (10) days (or more if authorized in writing by the VA Lease Contracting Officer) after receipt of the notice from the VA Lease Contracting Officer specifying the failure. If the VA terminates this lease in whole or in part, it may acquire, under the terms and in the manner the VA Lease Contracting Officer considers appropriate, services similar to those terminated, and the Lessee will be liable to the Government for any excess costs for those services. However, the Lessee shall continue the work not terminated. Except for defaults of subcontractors at any tier, the Lessee shall not be liable for any excess costs if the failure to perform the lease arises from causes beyond the control and without the fault or negligence of the Lessee. Examples of such causes include: (1) acts of God or of the public enemy; (2) acts of the Government in either its sovereign or contractual capacity; (3) fires; (4) floods; (5) epidemics; (6) quarantine restrictions; (7) strikes; (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Lessee. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Lessee and subcontractor, and without the fault or negligence of either, the Lessee shall not be liable for any excess costs for failure to perform, unless the subcontracted services were obtainable from other sources in sufficient time for the Lessee to meet the required delivery schedule.

ARTICLE 4 - PROPERTY TO BE LEASED TO LESSEE

A. The Property subject to this Lease shall constitute all site improvements, utilities, buildings, fixtures, and any other improvements located on the Property described and depicted in Exhibit "A".

ARTICLE 5 - SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHT OF WAY

A. This Lease is subject to all existing easements and rights of way, whether or not recorded, for location of any type of facilities over, across, in, above, or upon the Property or any portion thereof; and the right of the Department, upon consultation with Lessee, to grant such additional easements or rights of way over, across, in, above, or upon the Property; and such approval shall not be unreasonably or arbitrarily withheld or delayed, provided that any such additional easements or rights of way shall not be inconsistent with Lessee's quiet use and enjoyment of the Property under this Lease, and shall be conditioned on the assumption by the grantee thereof of liability to the Department and to Lessee for such damages as the Department and/or Lessee shall suffer for property damaged or destroyed or Property rendered uninsurable as a result of grantee's exercise of its rights thereunder. VA represents and Lessee acknowledges that VA has disclosed to Lessee all easements located on the Property of which VA is aware.

B. There is hereby reserved to the holders of such easements and rights of way as presently in existence, whether or not recorded, outstanding or which may hereafter be granted, to any Federal, State, or local officials engaged in the inspection, renovation, installation, maintenance,

operation, repair, or replacement of facilities located on the Property, such reasonable rights of ingress and egress over the Property as shall be necessary for the performance of their official duties with regard to such facilities.

C. The Department shall have the right to relocate any existing easements (at its sole cost and expense) and grant additional easements and rights of way over, across, in and upon the Property, provided that: (1) any additional easement or right of way shall not be inconsistent with or adversely affect Lessee's actual or intended use of the Property; (2) the grantee of any such easement or right-of-way agrees in writing to indemnify, hold harmless and defend the Department and Lessee from and against any and all claims, actions, losses, damages or costs and expenses as the Department or Lessee shall suffer or incur for injury to persons, or property destroyed as a result of grantee's exercise of its rights thereunder; and (3) the granting of such easement or right-of-way shall not affect the insurability of the Property (i.e., either for title insurance purposes or for purposes of liability and casualty insurance).

ARTICLE 6 - REPRESENTATIONS AND COMMITMENTS

A. Lessee and the Department hereby represent, warrant, and covenant that:

1. Each Party has complied with all applicable laws and requirements in connection with the execution, delivery, and performance of this Lease.

2. Each Party is duly authorized to execute and deliver this Lease.

3. This Lease constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

4. Upon expiration or termination of this Lease, title to the improvements constructed or placed on the Property and the fixtures annexed thereto shall immediately vest in and become the property of the Department, as part of the real estate and Property, without any additional compensation therefor and without any instrument of conveyance. Lessee covenants and agrees, upon demand by the Department, on or after termination of the Lease, to execute any instruments requested by the Department to effectuate the conveyance of improvements, utilities, fixtures, and infrastructure constructed or placed on the Property and the fixtures annexed thereto.

5. Each Party undertakes to act with reasonable promptness, so that the other Party can complete its Lease obligations within agreed timelines.

B. Lessee represents, warrants, and covenants to the Department that:

1. Lessee is (a) a non-profit public benefit corporation, duly organized, validly existing and in full force and effect under the laws of the State of California; (b) will validly and legally remain as such throughout the Lease Term; (c) has and will continue to have throughout the Lease Term, full power as an organization to enter into and perform its obligations under this Lease; and (d) has, or will have prior to the time the same are required by law, and will thereafter maintain throughout the remaining Lease Term, all licenses or other governmental approvals necessary to perform its obligations hereunder.

2. The Lessee's signing, delivery, and performance of this Lease and its consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary action on the part of the Lessee. To the Lessee's knowledge, neither its signing

and delivery of this Lease, nor its consummation of the transactions herein contemplated, nor its compliance with the provisions hereof, will conflict with or result in a breach of, or constitute a default under, (a) any of the provisions of any law, governmental rule, regulation, judgment, decree or order binding on the Lessee or its properties, (b) the constituent documents of the Lessee, or (c) any of the provisions of any indenture, mortgage, contract or other instrument to which the Lessee is a party or by which it or any of its properties is bound, or result in the creation or imposition of any lien, charge or encumbrance upon any of its properties pursuant to the terms of any such indenture, mortgage, contract or other instrument.

3. All actions, approvals, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, rights, and licenses required under applicable law that are necessary in connection with the Lessee's signing and delivery of this Lease or the Lessee's consummation of the transactions contemplated hereby or the Lessee's performance of its obligations hereunder, have been duly taken, given or obtained, as the case may be, are in full force and effect, are not subject to any pending proceedings or appeals (administrative, judicial or otherwise), and either the time within which any appeal therefrom may be taken or review thereof may be obtained has expired, or no review thereof may be obtained or appeal therefrom taken.

4. This Lease has been duly signed and delivered by the Lessee and, assuming due authorization, signing and delivery by the Department, constitutes a valid and binding obligation of the Lessee enforceable against the Lessee in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of the rights of creditors generally and the application of equitable principles in any proceeding, whether at law or in equity).

5. There is no action, suit, proceeding or investigation pending or, to the Lessee's knowledge, threatened against the Lessee before any court, administrative agency, arbitrator or governmental body that: (a) relates to any of the transactions contemplated by this Lease, or (b) either in any one instance or in the aggregate, if determined against the Lessee, would reasonably be likely (i) to conflict with the terms of this Lease or of any action taken or to be taken in connection with the obligations of the Lessee contemplated herein, (ii) to materially and adversely affect the Lessee's business, assets, operations or condition (financial or otherwise), taken as a whole, or (iii) to materially and adversely affect the ability of the Lessee to perform its obligations under this Lease.

6. The Lessee is not in default with respect to any order or decree of any court or any order, rule, regulation, or demand of any Federal, State, municipal, or governmental agency, which default would reasonably be likely to materially and adversely affect the Lessee's ability to perform its obligations under this Lease or the transactions contemplated hereby.

7. All negotiations relative to this Lease and the transactions contemplated hereby have been carried on by the Lessee directly with the Department, and without the intervention of any Person who may or will have a valid claim against the Department for a finder's fee, brokerage commission or other like payment with respect to this Lease or such transactions.

8. The Lessee is, and at all times during the Lease Term will be, a Qualified Party. If at any time the Lessee fails or is reasonably likely or expected to fail to continue to be a Qualified Party, the Lessee will immediately so advise the Department in writing.

9. Lessee has inspected the Property, is fully familiar with the physical condition of

the Property and the historic status of the Property, and based on the foregoing, accepts such Property "as is" and with all faults, subject to all applicable law, and assumes all risks associated with pursuing the Project in accordance with this Lease and all applicable law.

10. As of the Effective Date, Lessee shall in accordance with and subject to Articles 16 and 17 of this Lease, be responsible for all costs associated with or pertaining to the removal of any and all Hazardous Substances and materials from the Property, including but not limited to, asbestos, mold, lead paint, and renovation, construction, and demolition debris. All such removal activities shall be performed in accordance with applicable Federal, State, and local laws, codes, and ordinances.

11. The Department has made no representations or warranties concerning the condition of the Property, the fitness or suitability for any particular use or access to the Property, and the Department shall not be liable to Lessee for any latent or patent defects in such Property, nor has the Department agreed with Lessee to alter, improve, or maintain such Property.

12. During the Lease Term, Lessee will operate, manage, and maintain the Property for the Project in accordance with the terms and conditions of this Lease.

13. During the Lease Term, Lessee will: (a) obtain, at its own expense, all pertinent Federal, State, and local permits, licenses, and approvals (including those approvals of VA) necessary for rehabilitation, operation, management, and maintenance of the Property; (b) assure that all applicable Federal, State, and local requirements are met during rehabilitation, operation, management, and maintenance of the Property (including but not limited to, the latest version of the National Fire Protection Association (NFPA) 101 Life Safety Code; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*); and the Service Contract Act (41 U.S.C. §§ 6701-6707), all as such laws may be amended from time to time); (c) assure that the operation of the Property in accordance with Article 6.B.13 does not negatively affect VA's activities and operations; and (d) assure that the Property is operated as a drug and alcohol free environment and take action promptly when this requirement is not met by visitors, customers, and Lessee's employees, contractors, and consultants.

14. Lessee will at all times during the Lease Term and its operation and management and maintenance of the Property, use all reasonable and commercial best efforts to act so as to avoid the occurrence of any action(s) contained in Article 22 which constitute events of default.

15. Lessee will be responsible for maintaining and securing all necessary access to the Property for operation, management, and maintenance of the Property. Access that requires utilization of VA property other than the Property that is the subject of this Lease shall require advance coordination with and approval of the VA Lease Contracting Officer.

16. Lessee will be solely responsible for any and all costs associated with the repair and maintenance of the Property in accordance with Articles 10 and 11 of this Lease.

17. Lessee will assure that its rehabilitation, construction, operation, management, maintenance activities, and any other activities taken pursuant to this lease do not negatively affect VA's activities or operations.

18. Lessee shall, at its own expense and at all times, comply with the provisions of the NHPA and the Archaeological Resources Protection Act, 16 U.S.C. § 470, *et seq.*, the 106 PA, and any agreements executed with the State Historic Preservation Office ("SHPO") and/or ACHP,

and shall coordinate and work with the Department and the SHPO/ACHP as needed.

19. Lessee shall not knowingly remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Property, Lessee shall immediately notify the VA Lease Contracting Officer and protect the site and items from further disturbance until the VA Lease Contracting Officer gives clearance to proceed.

20. (a) In coordination with the Department, Lessee will, within sixty (60) days after the completion of the yearly audit for each of its annual fiscal years on which Lessee operates, provide the Department with a copy of its audited financial statements for the Property, along with a statement of revenues and expenditures, annual reports, and any related financial disclosure documents for such fiscal year (collectively, the "Lessee Financials"). Additionally, Lessee will immediately notify the Department telephonically and in writing of the occurrence of any material adverse change to its financial condition or circumstance that may affect its ability to perform its obligations under this Lease.

(b) Upon receiving the Lessee Financials referenced in the preceding Subparagraph (a) of this Paragraph 20, VA shall be entitled to review the Lessee Financials to ensure that Lessee is not undergoing, or about to undergo, an adverse financial condition or circumstance that would negatively impact Lessee's ability to timely and adequately meet its Lease obligations.

(c) With respect to Lessee's obligations under this Paragraph 20, the Parties agree that if and to the extent that the highest court or other adjudicative body of competent jurisdiction to which the matter may be presented determines that any Lessee Financials submitted to VA (which were not duly corrected or supplemented within a reasonable time period) are materially misleading, VA shall be entitled to pursue any and all remedies available to it under this Lease, Federal, State, and local law, and at equity.

ARTICLE 7 - USE

A. **Property Use In General.** Except as provided for in Section B of this Article, Lessee may use the Property during the Lease Term only for the Project, which shall not include any political, gambling, obscene, or pornographic uses, or other programs prohibited under applicable Federal, State, and local law.

B. **Prior Consent Required For Any Other Uses.** Consistent with Section A above and except as VA and Lessee may otherwise agree in writing, no other uses of the Property shall be permitted on the Property during the Lease Term.

C. Consistent with Sections A and B of this Article, and subject to the terms and conditions of this Lease, Lessee shall and may peacefully and quietly have, hold, and enjoy the Property for the Lease Term, without disturbance from VA, and free from any encumbrance created or suffered by VA, except to which this Lease is made subject to in accordance with Article 5.

ARTICLE 8 – PROHIBITION AGAINST DISPOSAL OF PROPERTY TO LESSEE

Lessee acknowledges that, consistent with the West LA Leasing Act, VA may not sell or otherwise convey to Lessee (or any third party) fee simple title to any real property or improvements to real property made at the WLA Campus, including the Property subject to this Lease.

ARTICLE 9 - COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS

Lessee agrees that at or prior to submission of any plats, plans, specifications, or applications for any approval, license, or permit with respect to compliance with applicable Federal, State, and local laws, codes, and ordinances, Lessee shall provide VA with a copy of each such proposed submission for review and approval (which shall not be unreasonably withheld, conditioned, or delayed). VA's comments on any submittal from Lessee will be provided to Lessee within thirty (30) days of it receiving the submitted material. VA's review and approval shall be limited to ensuring that the proposed project and/or activities as reflected in the documents submitted to VA for review: (a) are consistent with the 106 PA and applicable Federal laws and regulations, including but not limited to those relating to environmental and historic preservation, (b) are architecturally compatible with the WLA Campus and consistent with the ongoing master planning process, including historic preservation activities and priorities; (c) are consistent with the Property uses identified in Article 7; and (d) would not adversely affect VA's use of and other activities on the WLA Campus. In the event that VA disapproves of any proposed submission and design from Lessee (based upon the foregoing Clauses (a) through (d)), VA shall, along with a written objection, provide Lessee with a written explanation of the reasons for rejection of the proposed submittal and design. Unless the Department objects to the submitted material within thirty (30) days, its approval shall be presumed. Lastly, Lessee shall provide VA with a complete copy of all approved plats, plans, specifications, and applications.

ARTICLE 10 – IMPROVEMENTS, REHABILITATION, OR RENOVATION ON THE PROPERTY

A. Improvements. All development, construction, renovation, and rehabilitation activities, including but not limited to, those relating to the use of roadways or pedestrian walkways, or connections with electricity, water, steam, sewer services, or other utilities, on the Property shall be coordinated in advance with VA. The repair of any damage to existing structures, systems, or facilities on the Property resulting from development, construction, renovation, or rehabilitation activities relating to any Improvements, shall be the sole responsibility of Lessee, and any such affected structures, systems, and other facilities shall be immediately repaired or replaced by (or on behalf of) Lessee in a manner reasonably acceptable to VA.

In connection with the Property, Lessee shall not enter into any contract or agreement with any city, county, or governmental agency or body or public utility with reference to sewer lines or connections, water lines, or connections, street improvements, including but not limited to curbs, gutters, parkways, and street lighting, utility connections, lines, or easements, without the prior written consent of the Department, which consent shall not be unreasonably withheld. The Department shall consent to or disapprove any such proposed contract or agreement within sixty

(60) days after the date of submission thereof by Lessee. Unless the parties otherwise agree, the Department's failure to respond within such sixty (60) days shall be a deemed approval.

B. Lessee's Contracts For Construction: Lessee agrees that any and all general construction contracts for the development, construction, renovation, and rehabilitation of the Property, as well as any subsequent activities of this nature on the Property, shall contain clauses indemnifying and holding the Department harmless for any causes of action or damages arising as a result of any acts or omissions of the contractor(s).

C. Construction Documents: Lessee agrees that prior to undertaking development,

construction, renovation, or rehabilitation of the Property, Lessee will provide VA with a complete copy of all development, construction, renovation, and rehabilitation documents at least sixty (60) days prior to undertaking any such activities.

D. Design Review and Approval: The Department's comments on any submittal, to include development, construction, renovation, and rehabilitation documents, and any supplements thereto, will be returned to Lessee within thirty (30) days of receiving the submittal. The Department shall have the right to reasonably reject such submittals. In any such instance, the Department shall, along with its objection, provide a detailed, written explanation of the reasons for rejecting the submittal. Unless the Department objects to the submitted material within such time period, approval shall be presumed. Upon receipt of any VA rejection, Lessee shall respond to the Department within ten (10) business days and identify specifically how it proposes to address each of the Department's objections. The Department shall then respond to the Lessee within ten (10) business days, and if the Department shall continue to have objections, the Department shall again specify those objections, and the Parties shall work together to expeditiously reach an agreed set of final renovation, rehabilitation, and historic preservation plans and specifications ("**Final Plans**"). Final Plans must; (a) be consistent with the 106 PA and applicable laws and regulations, including but not limited to those relating to environmental and historic preservation; (b) be architecturally compatible with the WLA Campus and consistent with ongoing master planning process, including historic preservation activities and priorities; (c) be consistent with the Property uses identified in Article 7; and (d) not adversely affect VA's use of and other activities on the WLA Campus.

E. Access to Property: Upon reasonable advance notice, Lessee agrees to permit the Department's representatives, agents, and employees with access to and right of entry onto the Property before, during, and after any development, construction, renovation, or rehabilitation undertaken pursuant to this Article for the purpose of monitoring, observing, and making inquiries in order for the Department to determine compliance with the Lease. It is understood by the Parties that such activity does not relieve the Lessee of its responsibility for managing any and all on-site development, construction, renovation, and rehabilitation activities.

F. As-Built Drawings: Upon completion of any new Improvements or related development, construction, renovation, or rehabilitation activities on the Property, Lessee shall provide the VA with one complete set of reproducible drawings (all disciplines) illustrating each and all stages of changes made to the Property. The As-Built Drawings will incorporate all significant changes made over the life of the Property. The title block shall be dated and entitled "As-Built Drawings." One electronic copy of the As-Built Drawings on CD, "AUTOCAD 2016" (read only format) or later edition if the Lease Contracting Officer agrees in writing shall also be transmitted to the VA Facilities Manager at the time of the reproducible drawings. The Department shall have the right to review the As-Built Drawings for accuracy and completeness, and request that Lessee make any and all necessary revisions, additions, and/or modifications to them if the Department reasonably finds and accurately deems them to be incomplete or inaccurate.

G. Mechanics and Labor Liens: Lessee agrees that it will not permit any claim or lien made by a mechanic, material man, laborer, or other similar liens to stand against the Property for work or materials furnished to Lessee in connection with any development, construction, renovations, rehabilitation, improvements, maintenance, or repairs made upon the Property by Lessee or any contractors, subcontractors, builders, agents, employees, licensees, or invitees. Lessee shall cause any such claim of lien to be fully discharged within thirty (30) days after the date Lessee is notified of such lien in writing by payment, posting a lien release bond or otherwise in accordance with applicable law. However, in the event Lessee, in good faith, disputes the validity or amount of

any such claim of lien, provided that Lessee shall, at its sole cost and expense, timely post a lien release bond in accordance with California Civil Code Section 8424 (or any applicable successor statute), Lessee shall not be deemed to be in breach of this Section G.

ARTICLE 11 - OCCUPANCY AND MAINTENANCE PROVISIONS

Subject to the terms and conditions of this Lease, Lessee shall at all times protect, preserve, maintain, and repair the Property, and shall keep same in good order and condition. All grounds, sidewalks, lawns, shrubbery, and structures shall be maintained to a standard that is comparable to and consistent with the maintenance provided for the surrounding VA facilities and property. Lessee shall at all times exercise due diligence in the protection of the Property against damage or destruction by fire or other causes. The Property shall at all times be maintained in a tenantable, safe, and sanitary condition.

ARTICLE 12 – APPLICABILITY OF THE FEDERAL TORT CLAIMS ACT

Except for damages or injuries resulting or arising from the acts of its officers, agents, or its employees properly cognizable under the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), as it may be amended, neither the United States nor the Department shall be responsible for damages to the Property or for injuries to persons that may arise on the Property exclusive of those areas under the exclusive and direct control of the Department. Unless expressly stated, no provision of this Lease waives the Department's sovereign immunity rights.

ARTICLE 13 - INDEMNIFICATION BY LESSEE

A. Lessee, to the extent such is consistent with applicable Federal and State laws, policies and regulations, agrees to indemnify, save, hold harmless, and defend the United States and the Department and its respective officers, agents and employees, from and against all claims, actions, demands, losses, damages, liabilities, judgments, costs, and attorneys' fees, arising out of, claimed on account of, or in any manner predicated upon: (1) personal injury, death or property damage resulting from, related to, caused by or arising out of Lessee's operation, management, maintenance, possession, and/or use of the Property; or (2) any activities, omissions, or services furnished by Lessee or any contractors, subcontractors, builders, sublessees, agents, employees, licensees, or invitees undertaking any activities on the Property or that relate to the Project, which fail to comply with the terms, conditions, reservations, restrictions, and requirements of this Lease and pertinent documents referenced herein. Such indemnity, save, hold harmless, and defend obligations of the Lessee in this Clause A shall not extend to those acts or omissions for which the Department is liable under the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), as discussed in Article 12 above.

B. The Department shall promptly notify Lessee of the existence of any claim, action, demand, or other matter to which Lessee's indemnification obligations to VA would apply, and shall give Lessee a reasonable opportunity to defend the same at its own expense and with counsel of its selection; provided that, the Department (including the United States) shall at all times also have the right to fully participate in the defense at its own expense. The Department shall cooperate with Lessee to the extent reasonably necessary in any such defense. If Lessee shall, within a reasonable time after notice to Lessee, fail to defend, the Department shall have the right, but not the obligation, to undertake the defense of, and (while exercising reasonable business judgment in its discretion) to compromise or settle the claim or other matter on behalf, for the account, and at the risk, of Lessee. If the claim is one that cannot by its nature be defended solely by Lessee, then the Department shall make available all information and assistance that

Lessee may reasonably request, subject to and as permitted by Department regulations.

C. **NOTHING IN THIS LEASE SHALL BE DEEMED TO WAIVE OR IMPAIR THE IMMUNITIES OR LIMITATIONS OF LIABILITY OF LESSEE OR THE DEPARTMENT AS TO THIRD PARTIES, DIRECTLY OR INDIRECTLY, AND NOTHING IN THIS LEASE SHALL BE DEEMED TO PROVIDE A RIGHT OF ACTION IN FAVOR OF A THIRD PARTY AGAINST THE DEPARTMENT OR AGAINST LESSEE WHICH WOULD NOT OTHERWISE EXIST.**

ARTICLE 14 - RISK OF LOSS AND INSURANCE

A. **All Risk:** Lessee shall, in any event and without prejudice to any other rights of the Department, bear all risk of loss or damage to the Property arising from any causes whatsoever with or without fault, including but not limited to, fire; lightning; storm; tempest; explosion; impact; aircraft; vehicles; smoke; riot; civil commotion; bursting or overflowing of water tanks, apparatus or pipes; loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed; flood; labor disturbances; earthquake; malicious damage; or any other casualty or act of God to the fullest extent permitted by law. Lessee, and to the extent that this Lease is conveyed, transferred, assigned or sub-leased, shall maintain, at its own expense, an "All Risk" insurance policy against the risks enumerated above with a reputable insurance company of recognized responsibility. Such insurance shall be maintained at all times in an amount as specified in this Article 14. Provided always, however, that Lessee shall bear all risk of loss of or damage to such property for the entire Lease Term for any work or other responsibilities required to be performed under the provisions of this Lease, except as otherwise provided for by the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680).

In addition, Lessee shall maintain at its sole expense all that insurance further required in accordance with this Article 14. Maintenance of insurance required in accordance with this Article 14 must include acts resulting from the willful misconduct, lack of good faith, or negligence of Lessee or any of its officers, agents, servants, employees, subtenants, licensees, or invitees or by any failure on the part of Lessee to fully perform its obligations under this Lease. Maintenance of insurance required in accordance with this Article 14 shall affect no limitation on Lessee's liability with respect to any loss or damage resulting from the willful misconduct, lack of good faith, or negligence of Lessee or any of its officers, agents, servants, employees, subtenants, licensees, or invitees or by any failure on the part of Lessee to fully perform its obligations under the Lease.

B. **Insurance:**

1. **The Lessee's Insurance:** Lessee, at its own expense, shall carry and maintain with regard to the Property, the following insurance during the Lease Term:

a. All-risk property and casualty insurance against the risks enumerated in Section "A" of this Article in an amount at all times equal to at least 100% of the full replacement value of the improvements to the Property;

b. Public liability and property damage insurance, including but not limited to, insurance against assumed or contractual liability under this Lease, with respect to the Property as specified above, to afford protection with limits of liability in amounts approved from time to time by the Department, but not less than one million dollars (\$1,000,000.00) in the event of bodily injury and death to any number of persons in any one accident, and not less than one million dollars (\$1,000,000.00) for property damage;

c. Workers' compensation or similar insurance in form and amounts required by law;

d. All other types of insurance imposed by applicable legal requirements or customarily carried and maintained by owners and operators of similar properties, and as the Department may reasonably require for its protection;

e. All amounts of insurance required by this Article 14 shall be adjusted annually, to reflect increases in 100% of the full replacement value of the Property. Lessee agrees that it will not subrogate to its insurance carrier any right or action that it has or may have against the Department for any loss covered by insurance, nor will Lessee, if it is suffering (or about to suffer) such loss, prosecute any suit against the Department by reason of such loss for which it is covered by insurance. Lessee agrees to notify its insurance carrier(s) of the provisions of this Article 14.

2. **The Lessee's Contractor's Insurance:** During the Lease Term, Lessee shall require any contractor performing work on the Property to carry and maintain at no expense to the Department the following insurance:

a. Comprehensive general liability insurance, including but not limited to, contractor's liability coverage and contractual liability coverage of at least one million dollars (\$1,000,000.00) with respect to personal injury or death, and one million dollars (\$1,000,000.00) with respect to property damage;

b. Workers' compensation or similar insurance in form and amounts required by law; and

c. Any other insurance as the Department may reasonably require in order to protect itself and its personnel in the discharge of its duties and obligations hereunder.

d. Lessee and/or Lessee's contractors shall be obligated to correct any damage caused by or attributable to such contractor or subcontractors for the work or materials performed by or on behalf of Lessee.

3. **Policy Provisions:** All insurance, which this Lease requires Lessee to carry and maintain or cause to be carried or maintained pursuant to this Article 14, Section B shall be in such forms, for such amounts, for such periods of time, and with such insurers as the Secretary shall approve. All policies or certificates issued by the respective insurers for public liability and all-risk property insurance will name the United States of America and Lessee as insured or joint loss payees as their respective interests appear, shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Lessee or the Department or any other person, and provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt of notice by the Department in all such instances. In no circumstance will Lessee be entitled to assign to any third-party rights of action that Lessee may have against the Department. Further, each such policy shall provide that the insurer shall furnish written notice to the Department thirty (30) days in advance of the effective dates of any reduction or cancellation of such policies.

4. **Delivery of Policies:** Lessee shall deliver promptly to the Department a certificate of insurance or a certified copy of each policy of insurance required by this Lease and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, a certificate of

insurance or a certified copy of each renewal policy covering the same risks, together with appropriate evidence of payment of the premiums.

C. Loss or Damage:

1. In the event that the Property or any part thereof, is damaged by fire or by other casualty, whether or not such casualty is the fault of, or results from negligence of Lessee, other than the results of negligence of Department personnel cognizable under the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), Lessee shall: (a) within thirty (30) days of such damage file an insurance claim seeking sufficient proceeds to cover such damage; and (b) within one hundred twenty (120) days of receiving such proceeds, repair, restore, or rebuild the Property to its original condition by applying all such monies towards that result. Any repairs or reconstruction shall be performed in accordance with plans and specifications approved by the Department, provided that if the repairs or reconstruction diligently pursued cannot be reasonably completed within one hundred twenty (120) days, Lessee shall have such time as is reasonably required and agreed to by the parties to complete, as applicable, the repair or construction. If there is any such loss or damage, the Lessee shall notify the VA of the delay and provide a plan to the VA on how the Lessee will address the delay and a timeline to accomplish the plan. The Parties agree that they will work collaboratively in good faith to address the delay and to mitigate its effects on the Project.

2. If Lessee refuses or fails to repair, restore, rebuild, or demolish the damaged or destroyed Property or any part thereof so damaged or destroyed, to the satisfaction of the Department in accordance with Article 14.C.1 above, the Department may terminate this Lease by providing written notification to Lessee. In such event, title to the Property and any other improvements placed on the Property shall vest in the Department without notice or further action being required on the Department's part, and the Department may undertake the repair, restoration, rebuilding, or demolishing of the Property and any other Improvements placed on the property or the damaged or destroyed portion thereof, and may complete it, by contract or otherwise, and may take possession of and use any materials on the work site necessary for completing the work. Lessee and its sureties shall be liable for any damages or costs incurred by the Department to repair, restore, rebuild, or demolish the Property and any other improvements placed on the Property, or the damaged or destroyed portion thereof. This liability includes costs incurred by the Department in completing the work.

D. Effect of Condemnation. If all or a substantial portion of the Lessee's right, title, and interest hereunder shall be condemned, appropriated, or taken under the power of eminent domain by a taking authority, or conveyed in lieu of condemnation (each such event shall hereinafter be referred to as a "Taking"), and if, in Lessee's reasonable judgment, the remainder of the Property is not sufficient to permit Lessee to operate the Property under this Lease in a manner that is economically viable and Lessee so notifies the Department in writing, then the Lease Term shall terminate at the time title to the Property vests in the Federal Government or other taking authority (hereafter referred to individually or collectively if applicable as the "Taking Authority") via the Taking. Any award monies paid or payable by the taking authority in connection with the Taking shall be payable to Lessee, as their interests appear, but such monies shall be subject to any appropriate offset(s) if applicable law so allows and the Lessee is determined to owe outstanding monies to the Taking Authority in connection with this Lease, any other Government contract(s), or any other contracts or legal obligations with such Taking Authority.

ARTICLE 15 - DELIVERY, RESTORATION, AND SURRENDER

A. Delivery of the Property to Lessee. Upon the Effective Date, the Department shall make

the Property available to Lessee for the operation, management, and maintenance of the Property in accordance with this Lease, free and clear of any tenancy or occupancy by third parties, except as permitted in Article 5 above.

B. **Reversion of Leasehold Title and Vesting of Improvements.** Upon the expiration or termination of this Lease, all right, title and interest of Lessee (and anyone claiming by, under, or through Lessee) in and to the Property, improvements, and all machinery, equipment, fixtures, and personal property attached or used in connection with the Property, whether or not the same become fixtures, shall immediately revert to and/or vest in the Department without compensation therefor, and without any further action by the Parties. However, should any further action be necessary to accomplish such reversion and vesting, Lessee agrees to cooperate with VA and take all actions reasonably necessary to accomplish the same. No claim for damages against VA or its officers or agents shall be created or made on account of such expiration or termination of this Lease.

C. **Surrender of the Property by Lessee.** Subject to the provisions of Articles 3.C.2., 14.C.2, and 23 of this Lease, Lessee shall at its sole cost and expense and on or before the expiration or earlier termination of this Lease, vacate and deliver physical possession of the Property, together with the improvements located thereon, to the Department. At that time, the Property shall be in good order, condition, and repair, and free and clear of any tenancy or occupancy by third persons. If Lessee shall fail, refuse, or neglect to vacate the Property and remove its and its subtenant's or any third persons' personal property, then upon expiration or termination of this Lease, such personal property shall be considered abandoned and, at the option of the Department, either become the property of VA without compensation therefor, or the Department may cause it to be removed and/or destroyed at the expense of Lessee, and no claim for damages against the Department, its officers, or agents shall be created or made by or on account of such removal and/or destruction.

ARTICLE 16 - ENVIRONMENTAL PROVISIONS

A. To the extent the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601-9675 ("CERCLA"), the Resource Conservation Recovery Act, as amended, 42 USC 6901, et seq. ("RCRA"), or other applicable environmental law properly imposes liability, loss, expense, damage, or cost upon VA for any matter relating to any Hazardous Substance or otherwise of an environmental nature on or affecting the Property due to (1) the United States' status as Federal owner of the Property, (2) acts of VA and/or former owners on or affecting the Property, or (3) acts or omissions of government contractors on or affecting Property that occurred while VA had jurisdiction and control of the Property, VA shall indemnify Lessee, its directors, partners, officers, trustees, members, employees, agents, successors, and assigns ("Indemnitees") for any liability, loss, expense, damage, or cost incurred or suffered by the Indemnitees and arising from any of the foregoing acts set forth in Clauses (1), (2), and/or (3) and properly assessable against VA under CERCLA, RCRA, or other applicable environmental law. Lessee shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Lessee and/or VA action and/or expenditure of funds. Consistent with the Anti-Deficiency Act (31 U.S.C. §§ 1341, 1342, 1351, and 1517, as amended), the payments of VA with respect to this indemnification shall not exceed appropriations available to VA which can be lawfully expended for such purposes at the time of the claim; and nothing in this Lease may be construed as implying that Congress will at a later date appropriate funds to meet any deficiencies.

B. Notwithstanding Article 16.A above, to the extent CERCLA, RCRA, or other applicable

environmental law properly imposes liability, loss, expense, or damage, or cost upon VA for any matter relating to any Hazardous Substance or otherwise of an environmental nature on or affecting the Property due to acts of Lessee, its contractors, builders, agents, employees, and/or licensees relating to the activities contemplated under this Lease, including any environmental remediation, which occur after the Effective Date, Lessee shall indemnify VA for any liability, loss, expense, damage, or cost incurred or suffered by VA and properly assessable against Lessee under CERCLA, RCRA, or other applicable environmental law. Lessee shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Lessee and/or VA action and/or expenditure of funds.

C. In accordance with Article 16.B above, if and to the extent that VA during the Lease Term is held, by a final decision of the highest court or other adjudicative body of competent jurisdiction to which the matter has been presented, liable for costs and/or damages associated with the improper treatment, disposal, and/or release of one or more Hazardous Substances (as defined in Article 17 below) on or affecting the Property, VA at its sole and absolute discretion, may seek to initiate good-faith discussions and negotiations with Lessee, for Lessee on VA's behalf and upon the parties' consummation of a separate written agreement, to undertake and complete any and all required environmental remediation and abatement activities in accordance with all applicable Federal, State, and local law.

D. Unless the Parties otherwise agree in writing, Lessee shall be solely responsible for the fees, costs, and expenses necessary to perform any additional environmental studies under NEPA, CERCLA, or other applicable environmental laws that become necessary during the Lease Term.

ARTICLE 17 - HAZARDOUS SUBSTANCES

A. **Presence and Use of Hazardous Substances.** Lessee shall not, without the Department's prior written consent, keep on or around the Property, for use, disposal, treatment, generation, storage, or sale, any substance designated as, or containing components designated as, hazardous, dangerous, toxic, or harmful under Federal, state or local law (hereafter collectively referred to as "Hazardous Substances"), and/or that is subject to regulation, by Federal, state or local law, regulation statute or ordinance except as may be customary in projects similar to the Property and in compliance with all applicable laws. With respect to any such Hazardous Substance, Lessee shall:

1. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping, and submitting manifests, and obtaining and keeping current identification numbers with respect to any Hazardous Substances first brought upon the Property from and after the date hereof;

2. Submit to the Department true and correct copies of all reports, manifests, and identification numbers with respect to any Hazardous Substances first brought upon the Property from and after the date hereof at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

3. Within sixty (60) days of the Department's request, submit written reports to the Department regarding Lessee's use, storage, treatment, transportation, generation, disposal, or sale of Hazardous Substances first brought upon the Property from and after the date hereof and provide evidence satisfactory to the Department of Lessee's compliance with the applicable

governmental regulations with respect to any Hazardous Substances first brought upon the Property from and after the date hereof;

4. Allow the Department or the Department's agent or representative to come on the Property at all reasonable times with reasonable prior notice to check Lessee's compliance with all applicable governmental regulations regarding Hazardous Substances for which Lessee is responsible under the terms of this Lease;

5. Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Property, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease);

6. Comply with all applicable governmental rules, regulations, and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances; and

7. The Department shall have the right upon reasonable prior written notice and at reasonable times to enter upon the Property in order to inspect or monitor same if the Department has a reasonable belief that Hazardous Substances are present on the Property in violation of applicable law. If such inspection or monitoring by the Department confirms that Hazardous Substances are present and are in violation of applicable law, any and all reasonable costs incurred by the Department and associated with the Department's inspection of the Property and the Department's monitoring of Lessee's compliance with this Article, including the Department's reasonable attorney's fees and costs, shall be additional rent and shall be due and payable to the Department immediately upon demand by the Department.

B. **Cleanup Costs, Default, and Indemnification.** During the Lease Term, Lessee shall be fully and completely liable to the Department for any and all cleanup costs, and any and all other charges, fees, and penalties (civil and criminal) imposed upon the Department by any governmental authority with respect to any use(s) of the Property after the Effective Date of this Lease related to disposal, transportation, generation, and/or sale of Hazardous Substances; provided, that liability and obligation by Lessee shall apply only to 1) Hazardous Substances first brought upon the Property from and after the date hereof and 2) Hazardous Substances subject to removal activities by Lessee as provided for in Article 6 B.10. Lessee shall indemnify, defend, and save the Department harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon the Department (as well as the Department's reasonable attorney's fees and costs) as a result of Lessee's use, disposal, transportation, generation, and/or sale of Hazardous Substances at the Property as described herein. Upon Lessee's default under this Article and the expiration of the applicable notice and cure periods set forth in Article 3.C.2. above, in addition to the rights and remedies set forth elsewhere in this Lease, the Department shall be entitled to the following rights and remedies:

1. At the Department's option, to terminate this Lease immediately; and/or

2. To recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by tenants of the Property, any and all damages and claims asserted by third parties and the Department's reasonable attorney's fees and costs.

ARTICLE 18 - NOTICES

A. 1. All notices, or other correspondence required under or arising from the terms of this Lease from the Department to Lessee shall be served on or mailed to Lessee's designated representative, who shall notify the VA Lease Contracting Officer in writing of any change in Lessee's designated representative, and/or the address or office to be notified. All notices or other correspondence required or arising from the terms of this Lease from Lessee to the Department shall be served on or mailed to the VA Lease Contracting Officer who shall notify Lessee's designated representative in writing of any change in the VA Lease Contracting Officer, and/or the address or office to be notified.

2. Within one month of the Effective Date of this Lease, the Parties shall each appoint a "Chief Liaison" to serve as the Party's primary point of contact to ensure successful implementation of this Lease.

B. All notices, reviews, approvals and other communications required or permitted under this Lease shall be in writing and will only be deemed properly given and received (a) when actually given and received, if delivered in person to a Party who acknowledges receipt in writing; or (b) one (1) business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (c) three (3) business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid; it being understood and agreed that the period for any approval to be given hereunder shall run from the Party's receipt of the documentation required for such approval as described herein with a formal written request for such approval shown thereon. The designated representatives shall be:

Department: U.S. Department of Veterans Affairs
Lease Contracting Officer Deputy Director, Network Contracting Office 22
Attn: Alan Trinh
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815
(b) (6)
(b) (6) @va.gov

With copy to: U.S. Department of Veterans Affairs
Office of General Counsel
Attn: Chief Counsel, Real Property Law Group
810 Vermont Avenue, N.W.
Washington, D.C. 20420

U.S. Department of Veterans Affairs
VA West Los Angeles Medical Center
Attn: Medical Center Director
11301 Wilshire Boulevard
Los Angeles, CA 90073

Lessee: Stephen Peck, MSW
Wadsworth Chapel Heritage Partners
c/o United States Veterans Initiative (U.S. Vets)

800 W. 6th Street, Suite 1505
Los Angeles, CA 90017
(b) (6)@usvetsinc.org

ARTICLE 19 - ASSIGNMENT & SUBLETTING

Lessee shall not sell, assign, mortgage, pledge, hypothecate or encumber this Lease (any such act being referred to herein as an "assignment"), and shall not sublet the Property or any part thereof without the prior written consent of the Department in each instance.

ARTICLE 20 - ENCUMBRANCE OF THE PROPERTY

A. Prohibition Against Encumbrance of the Property:

1. Nothing contained in this Lease authorizes Lessee to encumber in any manner, during the Lease Term, the United States' (i.e., the Department's) fee interest in the Property. Such fee interest in the Property may not be subordinated or otherwise made subject to any deed of trust, mortgage, or other lien, or other encumbrance granted, suffered, or permitted by Lessee.

2. Lessee covenants that it shall not create or cause to be created a mortgage, lien, or other encumbrance to be placed upon the Property.

ARTICLE 21 - TAXES

A. The Department's interest in this Lease, and the United States' fee interest in the Property shall not be subject, directly, or indirectly, to any State or local laws relative to taxation, fees, assessment, or special assessments.

B. In addition, Lessee shall pay and discharge, at least thirty (30) days prior to delinquency, all taxes, general and special assessments, charges, and fees of every description that during the Lease Term may be levied or assessed against the Property and all interests therein, whether belonging to the Department or Lessee, or to which either of them may become liable in relation thereto prior to the delinquency date thereof. Lessee agrees to protect and hold harmless the Department and the Property and all improvements in, on, or about the same from all liability for any and all such taxes, assessments, charges, and fees, together with any interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof. During the Lease Term and at its sole cost and if the Department so requests, Lessee shall cause all taxes, assessments, charges, and fees levied or imposed upon any personal property situated in, on, or about the Property to be taxed or assessed separately from the Property and not as a lien thereon.

C. It is understood that it is the intent of the Parties that this be an absolute net Lease with no cost to VA, and that the Department shall not be obligated to pay any charges, impositions, or assessments directly or indirectly made against the Property during the term hereof.

D. In the event that Lessee fails at any time during the Lease Term to pay taxes when due, then the Department shall have the right upon written notice to the Lessee, to require that Lessee deposit negotiable securities or other collateral to guarantee the payment of such taxes, so that there shall be sufficient sums available to pay same at least thirty (30) days prior to the due date of such taxes.

ARTICLE 22 - EVENTS OF DEFAULT BY LESSEE

A. Each of the following actions or omissions by Lessee shall be considered an event of default by Lessee:

1. Lessee fails to use its leasehold interest obtained pursuant to this Lease and the Property in a manner consistent with Article 7, and such failure remains uncured following ninety (90) days written notice from the Department.

2. Lessee fails to pay any monetary obligation due under the provisions of this Lease and such failure continues for a period of forty-five (45) days after the Department gives written notice to Lessee that the same is due and payable.

3. Lessee fails to provide the in-kind consideration as required under this Lease and such failure continues for a period of forty-five (45) days after the Department gives written notice to Lessee that the same is due and outstanding.

4. Except for all other Lessee Events of Default expressly covered in the other Paragraphs of this Article 22, Lessee (or any permitted assignee or transferee in accordance with Article 19) fails to perform any non-monetary obligation, representation, consideration, covenant or condition, to be performed under this Lease, and such failure is not cured within a period of ninety (90) days after Lessee's receipt of written notice from the Department describing the default, or if such default cannot reasonably be cured within ninety (90) days (as determined by VA in its reasonable discretion), Lessee has not commenced the remedying thereof within such ninety (90) day period or Lessee is not thereafter proceeding with due diligence to remedy such failure (it being understood that for any event of a default that is not susceptible of being cured by Lessee within ninety (90) days then the time within which Lessee may remedy such default shall be extended by VA for such period time, not to exceed one hundred twenty (120) days, as is reasonably necessary to complete a cure with continual due diligence).

5. The failure or refusal of Lessee to discharge any lien, claim, demand, or encumbrance, or to initiate appropriate action, to quiet any such claim within the time specified in Article 21.B, whether or not the Department exercises its right of discharge, or the failure or refusal of Lessee to make timely repayment to the Department of those sums expended to effectuate such discharge.

6. Lessee is (or becomes) insolvent or files a voluntary petition under any Federal or State Bankruptcy Code, or an involuntary case is filed hereunder against Lessee and the case is not dismissed within one hundred eighty (180) days. The filing of a voluntary or involuntary petition in bankruptcy shall result in the automatic termination of the Lease.

ARTICLE 23 - REMEDIES FOR DEFAULT BY LESSEE

Subject to Article 22, upon the occurrence of an event of default by Lessee, the Department may exercise any right, remedy, or privilege, which may be available to it under this Lease or under applicable local, State or Federal law. All remedies shall be cumulative and the election of one shall not preclude the exercise of another, at the same time or subsequently. Failure to exercise a remedy shall not constitute a waiver thereof. Lessee shall remain liable to the extent permitted by law with respect to all covenants and indemnities of this Lease. Additionally, upon default by Lessee of this Lease, and Lessee's failure to cure or to commence to cure, within any applicable cure period, the Department may, subject to and in accordance with Articles 3, 14 and 15,

immediately seek to terminate this Lease and recover its damages. Upon the Department's successful termination of the Lease, Lessee shall be immediately required pursuant to Article 15, to surrender possession of the Property, together with all Improvements located thereon, to the Department, and cooperate fully and in good faith to effect an orderly and efficient transition of the Property.

ARTICLE 24 - EVENTS OF AND REMEDIES FOR DEFAULT BY THE DEPARTMENT

A. An event of default by the Department shall occur upon its failure to perform or observe any covenant or condition required by this Lease to be performed or observed, and such failure is not cured within ninety (90) days after the Department's receipt of written notice thereof, provided that such cure period shall be extended by Lessee for an additional thirty (30) days if such default cannot be reasonably cured within ninety (90) days and the Department is diligently attempting to cure the default.

B. Upon default by the Department, and the Department's failure to cure or to commence to cure, within the applicable cure period, Lessee may immediately seek to terminate this Lease and recover its damages in accordance with Article 25 hereto, and/or may exercise any other right, remedy, or privilege that may be available to it under this Lease or applicable Federal, State, or local law.

ARTICLE 25 - DISPUTES

A. Lessee and the Department acknowledge and agree that disputes under this Lease shall be resolved under the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109) (the "Disputes Act"), and that both Lessee and the Department will utilize Alternative Dispute Resolution procedures on all matters appealed by Lessee to the Civilian Board of Contract Appeals, to the extent permitted under the Disputes Act, unless the Parties then should otherwise agree.

B. Interest Payable. Regardless of whether the dispute is resolved under the Disputes Act or otherwise, if the claim is resolved in favor of Lessee the Department shall pay interest in accordance with the Prompt Payment Act, 31 U.S.C. § 3901, *et seq.*

C. Unless and until the Department otherwise agrees in writing, Lessee shall proceed diligently with performance of this Lease pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Lease.

ARTICLE 26 - ASSIGNMENT OF CLAIMS

A. Lessee, under the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305, 48 C.F.R. § 32.800, and all applicable regulations promulgated thereunder (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this Lease in accordance with the Act.

B. Any assignment or reassignment authorized under the Act and this Article shall cover all unpaid amounts payable under this Lease and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this Lease.

ARTICLE 27 - EQUAL OPPORTUNITY CLAUSE

A. As used in this clause:

“Compensation” means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

“Compensation information” means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Lessee to attract and retain a particular employee for the value the employee is perceived to add to the Lessee's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Lessee decisions, statements and policies related to setting or altering employee compensation.

“Essential job functions” means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

“Gender identity” has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at:
http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“Sexual orientation” has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at:
http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“United States,” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

B. If, during any 12-month period (including the 12 months preceding the award of this Lease), the Lessee has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Lessee shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Lessee shall provide information necessary to determine the applicability of this clause.

C. If the Lessee is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Lessee's activities (41 CFR 60-1.5).

D. During performance of this Lease, Lessee agrees as follows:

1. The Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national

origin. However, it shall not be a violation of this clause for the Lessee to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

2. The Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

3. The Lessee shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Lease Contracting Officer that explain this clause.

4. The Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5. (i) The Lessee shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Lessee's legal duty to furnish information.

(ii) The Lessee shall disseminate the prohibition on discrimination in paragraph 5.(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by-

- a. Incorporation into existing employee manuals or handbooks; and

b. Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

6. The Lessee shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Lease Contracting Officer advising the labor union or workers' representative of the Lessee's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

7. The Lessee shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

8. The Lessee shall furnish to the Department all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Lessee shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Lessee has filed within the 12 months preceding the date of lease award, the Lessee shall, within 30 days after Lease award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

9. The Lessee shall permit access to its premises, during normal business hours, by the Department or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Lessee shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

E. If the OFCCP determines that the Lessee is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Lease may be canceled, terminated, or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts or leases, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Lessee as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

F. The Lessee shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

G. The Lessee shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

H. Notwithstanding any other clause in this Lease, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.

ARTICLE 28 - FACILITIES NONDISCRIMINATION

- A. **Facilities Defined.** As used in this Article, the term "Facilities" means the Property, stores, shops, restaurants, cafeterias, restrooms, and any other Facilities of a public nature in which the space covered by this Lease is located.
- B. **Non-Discrimination by Lessee.** Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, sexual orientation, gender identity, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facilities, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any Facilities customarily furnished by Lessee solely to occupants, their employees, customers, patients, clients, guests, and invitees.
- C. **Remedies for Non-Compliance.** It is agreed that upon Lessee's noncompliance, the Department may take appropriate action to enforce compliance, may terminate this Lease or may pursue such other remedies as may be provided by law.
- D. **Inclusion of Article in Other Contracts.** It is further agreed that from and after the date hereof Lessee will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include, or require the inclusion of the foregoing provisions of this Article in every such agreement or concession pursuant to which any person other than Lessee operates or has the right to operate any Facilities. Nothing herein contained, however, shall be deemed to require Lessee to include or require the inclusion of the foregoing provisions of this Article in any existing agreement or concession arrangement or one in which the leasing party other than Lessee has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and unilateral right to renew or extend. Lessee also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the Department may direct, as a means of enforcing the intent of this Article, including but not limited to termination of the agreement or concession and institution of court action.

ARTICLE 29 - GRATUITIES

- A. The rights of Lessee under this Lease may be terminated by written notice if, after notice and a hearing, the Secretary determines that Lessee, its agent, or another representative:
1. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the Department; and
 2. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- B. If this Lease is terminated under paragraph A above, the Department is entitled to pursue the same remedies as in a breach of this Lease. The rights and remedies of the Department provided in this paragraph B shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

ARTICLE 30 - COVENANT AGAINST CONTINGENT FEES

- A. Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage,

or contingent fee, excepting bona fide employees or bona fide agency as defined in 48 C.F.R. § 3.401. For breach or violation of this warranty, the Department shall have the right to cancel this Lease without liability or, in its discretion, to deduct from the rental or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

1. "Contingent fee", as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Department contract.

ARTICLE 31 - EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

A. Rights of the Comptroller General and Its Authorized Representatives

1. The Comptroller General of the United States or a duly authorized representative from the Government Accountability Office shall, until three (3) years after final payment under this Lease, have access to and the right to examine any of Lessee's directly pertinent books, documents, papers, or other records involving transactions related to this Lease, provided that such records are then in existence. This paragraph may not be construed to require Lessee or its subcontractors to create or maintain any record that the Lessee or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

2. Lessee agrees to include in its first-tier subcontracts regarding the Project a clause to the effect that the Comptroller General or a duly authorized representative from the Government Accountability Office shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's existing directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract", as used in this clause, excludes: (i) purchase orders not exceeding \$100,000; and (ii) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

3. The periods of access and examination in Paragraphs 1 and 2 above for records relating to: (i) appeals under the Disputes clause, (ii) litigation or settlement of claims arising from the performance of this Lease, or (iii) costs and expenses of this Lease to which the Comptroller General or a duly authorized representative from the Government Accountability Office has taken exception, shall continue until such appeals, litigation, claims, or exceptions are disposed of.

B. Rights of the Department of Veterans Affairs

1. Upon receipt of a written request from the Department, Lessee shall grant to the Department access to Lessee's pertinent books, documents, papers, or other records involving transactions directly related to this Lease (collectively "Business Documents") for purposes of examination and audit. Such access by the Department for purposes of examination and audit shall be limited to Business Documents dated within three (3) years prior to the date of Lessee's receipt of the Department's written request. The Department shall control and safeguard all information obtained during such examination and audit in accordance with the Freedom of Information Act, 5 U.S.C. Section 552 and the Privacy Act, 5 U.S.C. Section 552a. Lessee shall grant all other access for examination and audit to pertinent Lessee or sub lessee Business Documents in accordance with applicable law.

2. Lessee agrees to include in any subleases under this Lease a clause to the effect that the Department shall have access to and the right to examine any of the sub lessee's

Business Documents to the same extent as provided in Paragraph 1 of this Article with respect to Lessee.

3. The right of the Department to examine Lessee's Business Documents shall be limited to the following matters in which VA is a party or has an interest hereunder: (i) payment, performance, and/or provision of the monetary and/or Veteran-centric consideration, as applicable, which is to be provided to, on behalf of, or for the benefit of, the Department, and/or claims or disputes under the "Disputes" clause of this Lease; (ii) litigation or settlement of claims or disputes arising from the performance of this Lease in which VA is a party, or (iii) costs and expenses of this Lease to which the Comptroller General or a duly authorized representative of the General Accounting Office has taken exception, and shall continue until such appeals, litigation, claims or exceptions are disposed of.

4. The parties understand and agree that nothing in this Section B is intended or may be construed as a qualification, waiver, bar, limitation or restriction of any nature, kind, or effect on the legal authority otherwise granted the United States or any agency thereof to access, examine, review, copy, or seize such books, documents, papers, or other records.

ARTICLE 32 - LABOR PROVISIONS

Unless the Lessee can demonstrate to the satisfaction of the Department that the Lease or the Project is exempt therefrom, Lessee shall comply with the requirements of the Davis-Bacon Act, as amended, 40 U.S.C. Section 3141, *et seq.* and the relevant rules, regulations, and orders of the Secretary of Labor applicable thereto.

ARTICLE 33 - MISCELLANEOUS PROVISIONS

A. Applicable Law; Complete Agreement; and Conflicts. Notwithstanding anything to the contrary in this Lease or at law or equity, this Lease shall at all times be subject to applicable Federal, State, and local law and regulations. This Lease and the Exhibits hereto contain the entire agreement between the Parties with respect to the transactions contemplated by this Lease, and supersede all previous oral and written and all contemporaneous oral negotiations, commitments, writings, and understandings. To the extent any wording or interpretation conflicts exist between the body of the Lease and its Exhibits, the Lease shall control.

B. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

C. Amendment; Waiver. This Lease may not be amended or modified except in a writing signed by Lessee and the Department, nor may any rights hereunder be waived except by a writing signed by the party waiving such rights.

D. Article Headings. The headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease. When a provision, article, section, or other provision of this Lease is referred to by number, the reference shall be deemed to be the correspondingly-numbered provision, article, section, or provision of this Lease unless another agreement, instrument or document is expressly identified, or unless the context otherwise clearly refers to another agreement, instrument, or document.

E. Severability. Any provision of this Lease which is invalid, illegal, or unenforceable in any applicable jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity,

illegality, or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Lease invalid, illegal or unenforceable in any other jurisdiction.

F. Third Party Beneficiaries. No Person, firm or corporation that is not a party to this Lease shall be entitled to rely on or be deemed to be accorded any rights under any provision of or statement in this Lease.

G. Governing Law. This Lease shall be governed by and enforced in accordance with the laws of the United States and, to the extent such laws do not apply, then by the laws of the State of California without regard to its principles of conflicts of law.

H. Interpretation. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The Department and Lessee have negotiated this Lease, have had an opportunity to be advised by legal counsel respecting the provisions contained herein and have had the right to approve each and every provision hereof. Therefore, this Lease shall not be construed against either the Department or Lessee as a result of the preparation of this Lease by or on behalf of either Party.

I. Survival. All monetary obligations (together with any late payment interest payable under the Prompt Payment Act – 31 U.S.C. § 3901, *et seq.*) accruing before expiration of the Lease Term shall survive the expiration or other termination of this Lease.

J. No Merger. There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Property by reason of the fact that the same person or entity may acquire, hold, or own directly or indirectly: (a) this Lease, the leasehold interest created by this Lease or any interest therein; and (b) any such other estate or interest in the Property, or any portion thereof. No merger shall occur unless and until all persons and entities having an interest (including a security interest) in this Lease or the leasehold estate created thereby and any such other estate or interest in the Property, or any portion thereof, shall join in a written instrument expressly effecting such merger and shall duly record the same.

K. Relationship of the Parties. This Lease does not create the relationship of principal and agent, partnership, joint venture, association or any other relationship between the Department and Lessee.

L. Recording. This Lease shall not be recorded.

M. Signage. No signage shall be installed or constructed on or over the Property without the prior written approval of VA, and such approval shall not be unreasonably withheld, conditioned, or delayed; provided that, VA shall be permitted to withhold its approval if such signage would improperly suggest to the public that the Property subject to this Lease is under the ownership or perpetual jurisdiction and control of the Lessee or another third party entity, as opposed the Department strictly for the use and benefit of our Nation's Veterans.

N. Lease Supersedes. This Lease supersedes any and all prior negotiations, agreements or understandings between the Department and Lessee related to the subject matter hereof. None of the provisions of this Lease may be altered or modified except through an instrument in writing signed by both parties.

O. Force Majeure. Neither of the parties to this Lease, i.e., the Department nor Lessee, shall be required to perform any of its obligations under this Lease, nor be liable for loss or damage for failure to do so, with the exception of the obligation for payment of Rent or other sums due and owing under this Lease, where such failure arises from Force Majeure, but only to the extent and for the duration that the Department or Lessee, as the case may be, is so prevented from performing such obligations by Force Majeure. Further, and without limiting the generality of the foregoing, any period afforded to a Party or within which a Party is required under the terms and conditions of the Lease to perform an obligation of this Lease shall be extended by (1) the actual applicable period of Force Majeure; and (2) any period during which a Party was prevented from performing any such obligation as a direct result of failure by the other Party to commence or complete a specific activity or activities that the Lease requires be commenced or completed as a condition precedent to such performance of such obligation.

P. Non-Recourse. The Parties agree that VA's and Lessee's respective recourse against each other under this Lease shall be limited by and to the extent of applicable Federal, State, and local law.

Q. Anti-Deficiency Act. Consistent with the Anti-Deficiency Act (31 U.S.C. §§ 1341, 1342, 1351, and 1517, as amended), any payments of VA with respect to this Lease shall not exceed appropriations available to VA which can be lawfully expended for such purposes at the time of the claim; and nothing in this Lease may be construed as implying that Congress will at a later date appropriate funds to meet any deficiencies.

R. Confidential Data.

1. Lessee hereby agrees that the creation, maintenance, use, disclosure, and disposal of any and all drawings, documents, records, data, and written information provided by VA to Lessee during the Term, if any, (collectively, the "VA Data"), shall be governed solely by all applicable Federal law, Executive Orders, and regulations. Lessee further agrees that the VA Data shall at all times constitute and remain the sole and absolute property of VA, and shall not be disclosed to any person (aside from the Lessee's permitted contractors under this Lease, if any, where necessary to perform the Lease) without the prior written authorization of VA. Furthermore, Lessee agrees to and shall immediately contact VA telephonically and in writing should any request be made by a third party (aside from Lessee's permitted contractors and subcontractors under this Lease) for copies of or to review or receive any VA Data in the Lessee's (and/or any of its contractors') possession and control. Under all circumstances, VA shall be responsible for and permitted to independently and unilaterally address any such requests as it deems appropriate. Lessee shall ensure that all agreements with its contractors (and any agreements such contractors may have with any subcontractors) incorporate this Clause (1) and make it applicable to such contractors and subcontractors.

2. VA hereby agrees that any drawings, documents, records, data, and written information provided by Lessee to VA during the Term, if any (collectively, the "Lessee Data"), shall be kept, maintained, and handled by VA as such according and subject to all applicable Federal law, Executive Orders, and regulations.

3. The Parties hereby agree that the understandings and obligations set forth in this Section R shall control during and shall survive the Term, notwithstanding any contrary confidential obligations, statements, or representations that may be contained in VA Data or Lessee Data submitted, as applicable, by VA to Lessee or vice versa.

IN WITNESS WHEREOF, the Parties hereto have hereunto subscribed their names as of the date first above written.

WADSWORTH CHAPEL HERITAGE PARTNERS

LESSEE

By: (b) (6)

Name: Stephen Peck

Title: President & CEO

Date: 11/23/2020

THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS

LESSOR

By: Alan D. Trinh 168878 Digitally signed by Alan D. Trinh 168878
Date: 2020.12.01 13:12:04 -08'00'

Name: Alan Trinh

Title: Deputy Director/Lease Contracting Officer

Date: 12/1/2020

EXHIBIT "A" PROPERTY DESCRIPTION

The wooden-frame shingle-style Chapel was constructed in 1900, added to the NRHP in 1972, and is a contributing element to the 2014 NRHP listing for the West Los Angeles VA Historic District. Closed since 1971 due to earthquake damage, the Chapel is still largely intact and contains many of its original elements. However, the structure and systems are in an advanced state of deterioration, currently in poor condition, and in urgent need of preservation. Significant capital investment and a comprehensive renovation and rehabilitation scope of work are anticipated. The Chapel Site is comprised of the site area containing approximately 40,000 square feet bounded by Parking Lot Number 7 to the West, Eisenhower Avenue to the North and the interior edge of the walkway located to the East and South, of the Chapel.

The Chapel is an early American example of a multi-denominational chapel, a building that includes multiple chapels under one roof. In this case, there are two chapels, which are separated by an interior wall that is buffered by four-inches of space intended as soundproofing, a consideration necessitated by a desire to allow both chapels to operate simultaneously so that neither faith could be said to have been given a preferential time slot. The Chapel was used for religious services, weddings, substance abuse counseling, and funeral rites by both Veterans and members of the local community until the Sylmar earthquake of 1971 made the building unsafe for use.

The NRHP Nomination can be accessed at:

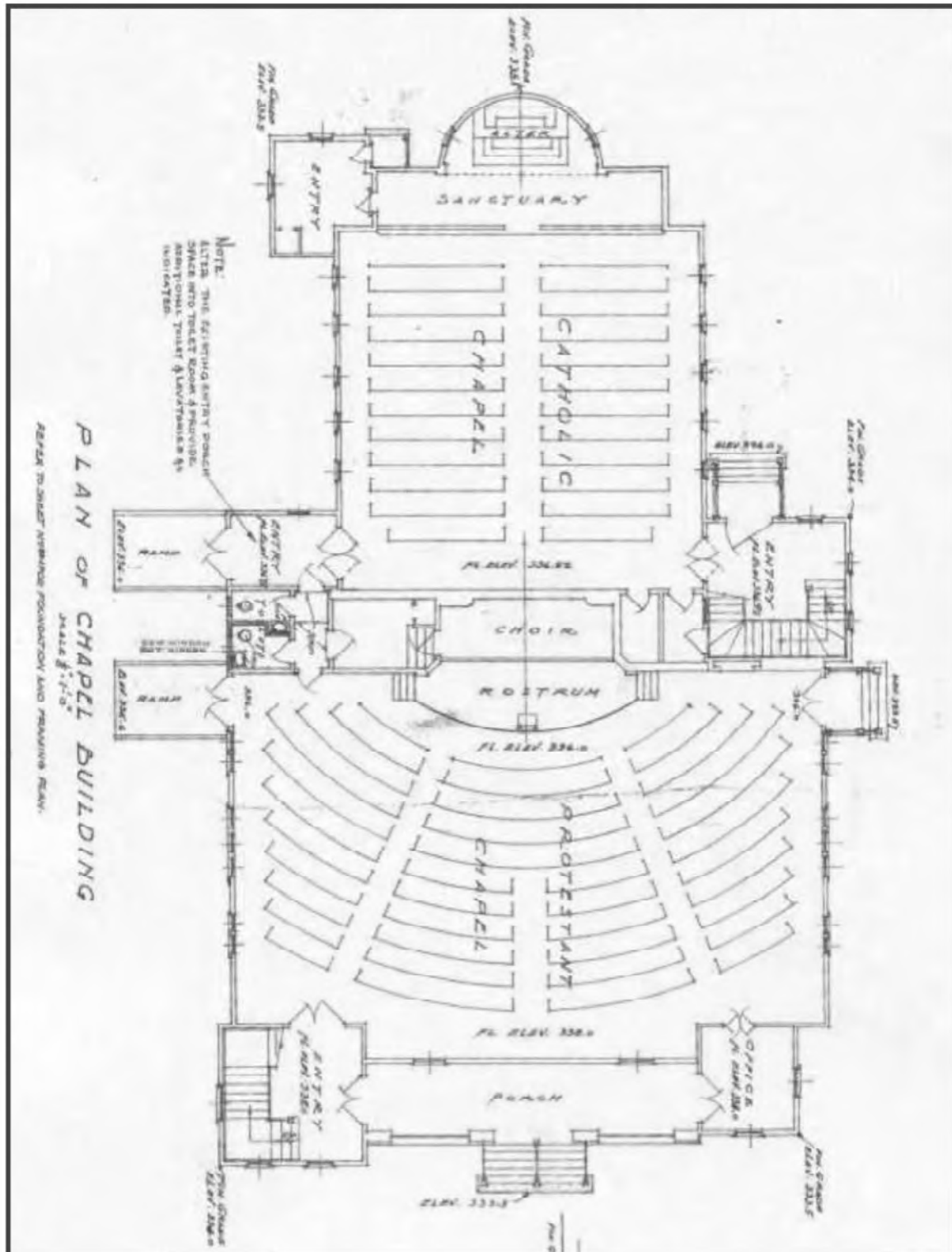
<https://npgallery.nps.gov/NRHP/AssetDetail?assetID=d8b15062-ff45-468c-b0f8-5caea1056460>
and is also contained in the Attachments to this RLP.

Additional information regarding the Chapel can be accessed at:

<https://www.losangeles.va.gov/chapel/index.asp>.

Parking will be available on a non-exclusive basis during operating hours in the parking lots located adjacent to the Chapel, including Parking Lot Number 7, within the WLA Campus.

Chapel Floorplan included on following two pages.



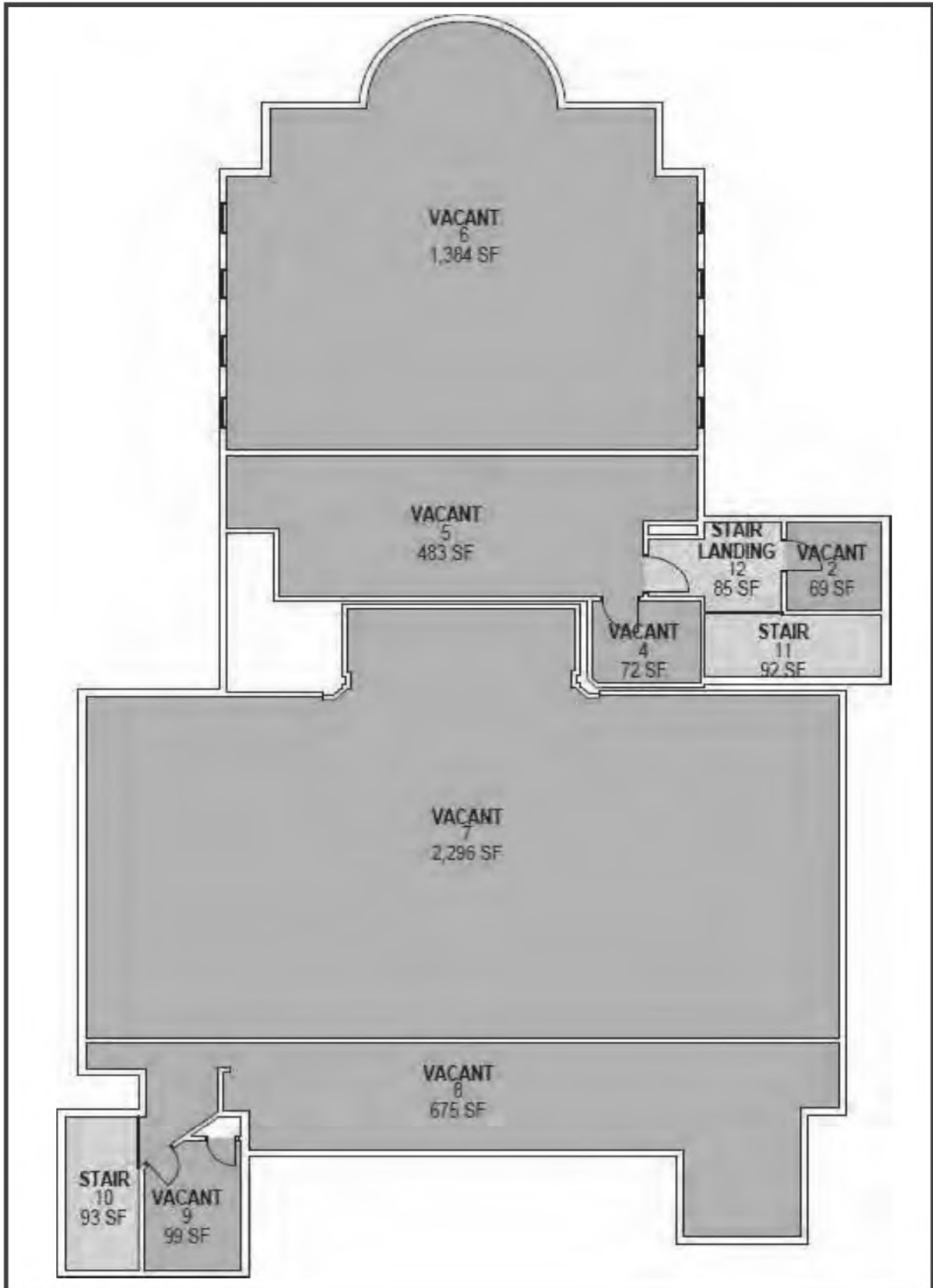


EXHIBIT "B" SITE PLAN & PICTURES



WLA Campus is outlined in red hashed line. The Chapel Site is outlined in blue straight line.



The Chapel Site is outlined in blue straight line. Exterior pictures of the Chapel are contained in the following five (5) pages.



The Chapel Site is comprised of the site area containing approximately 40,000 square feet bounded by Parking Lot Number 7 to the West, Eisenhower Avenue to the North and the interior edge of the walkway located to the East and South, of the Chapel.













EXHIBIT "C"
WEST LA LEASING ACT & VA EXPIRING AUTHORITIES ACT

Contained in the following pages

PUBLIC LAW 114–226—SEPT. 29, 2016

WEST LOS ANGELES LEASING ACT OF 2016

Public Law 114–226
114th Congress

An Act

Sept. 29, 2016
[H.R. 5936]

To authorize the Secretary of Veterans Affairs to enter into certain leases at the Department of Veterans Affairs West Los Angeles Campus in Los Angeles, California, to make certain improvements to the enhanced-use lease authority of the Department, and for other purposes.

West Los Angeles
Leasing Act of
2016.
38 USC 101 note.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “West Los Angeles Leasing Act of 2016”.

SEC. 2. AUTHORITY TO ENTER INTO CERTAIN LEASES AT THE DEPARTMENT OF VETERANS AFFAIRS WEST LOS ANGELES CAMPUS.

(a) **IN GENERAL.**—The Secretary of Veterans Affairs may carry out leases described in subsection (b) at the Department of Veterans Affairs West Los Angeles Campus in Los Angeles, California (hereinafter in this section referred to as the “Campus”).

Real property.

(b) **LEASES DESCRIBED.**—Leases described in this subsection are the following:

(1) Any enhanced-use lease of real property under subchapter V of chapter 81 of title 38, United States Code, for purposes of providing supportive housing, as that term is defined in section 8161(3) of such title, that principally benefit veterans and their families.

(2) Any lease of real property for a term not to exceed 50 years to a third party to provide services that principally benefit veterans and their families and that are limited to one or more of the following purposes:

(A) The promotion of health and wellness, including nutrition and spiritual wellness.

(B) Education.

(C) Vocational training, skills building, or other training related to employment.

(D) Peer activities, socialization, or physical recreation.

(E) Assistance with legal issues and Federal benefits.

(F) Volunteerism.

(G) Family support services, including child care.

(H) Transportation.

(I) Services in support of one or more of the purposes specified in subparagraphs (A) through (H).

Regents of the
University of
California.

(3) A lease of real property for a term not to exceed 10 years to The Regents of the University of California, a corporation organized under the laws of the State of California, on

behalf of its University of California, Los Angeles (UCLA) campus (hereinafter in this section referred to as “The Regents”), if—

(A) the lease is consistent with the master plan described in subsection (g);

(B) the provision of services to veterans is the predominant focus of the activities of The Regents at the Campus during the term of the lease;

(C) The Regents expressly agrees to provide, during the term of the lease and to an extent and in a manner that the Secretary considers appropriate, additional services and support (for which The Regents is not compensated by the Secretary or through an existing medical affiliation agreement) that—

(i) principally benefit veterans and their families, including veterans that are severely disabled, women, aging, or homeless; and

(ii) may consist of activities relating to the medical, clinical, therapeutic, dietary, rehabilitative, legal, mental, spiritual, physical, recreational, research, and counseling needs of veterans and their families or any of the purposes specified in any of subparagraphs (A) through (I) of paragraph (2); and

(D) The Regents maintains records documenting the value of the additional services and support that The Regents provides pursuant to subparagraph (C) for the duration of the lease and makes such records available to the Secretary.

Records.

(c) **LIMITATION ON LAND-SHARING AGREEMENTS.**—The Secretary may not carry out any land-sharing agreement pursuant to section 8153 of title 38, United States Code, at the Campus unless such agreement—

(1) provides additional health-care resources to the Campus; and

(2) benefits veterans and their families other than from the generation of revenue for the Department of Veterans Affairs.

(d) **REVENUES FROM LEASES AT THE CAMPUS.**—Any funds received by the Secretary under a lease described in subsection (b) shall be credited to the applicable Department medical facilities account and shall be available, without fiscal year limitation and without further appropriation, exclusively for the renovation and maintenance of the land and facilities at the Campus.

(e) **EASEMENTS.**—

(1) **IN GENERAL.**—Notwithstanding any other provision of law (other than Federal laws relating to environmental and historic preservation), pursuant to section 8124 of title 38, United States Code, the Secretary may grant easements or rights-of-way on, above, or under lands at the Campus to—

(A) any local or regional public transportation authority to access, construct, use, operate, maintain, repair, or reconstruct public mass transit facilities, including, fixed guideway facilities and transportation centers; and

(B) the State of California, County of Los Angeles, City of Los Angeles, or any agency or political subdivision

thereof, or any public utility company (including any company providing electricity, gas, water, sewage, or telecommunication services to the public) for the purpose of providing such public utilities.

(2) IMPROVEMENTS.—Any improvements proposed pursuant to an easement or right-of-way authorized under paragraph (1) shall be subject to such terms and conditions as the Secretary considers appropriate.

(3) TERMINATION.—Any easement or right-of-way authorized under paragraph (1) shall be terminated upon the abandonment or nonuse of the easement or right-of-way and all right, title, and interest in the land covered by the easement or right-of-way shall revert to the United States.

(f) PROHIBITION ON SALE OF PROPERTY.—Notwithstanding section 8164 of title 38, United States Code, the Secretary may not sell or otherwise convey to a third party fee simple title to any real property or improvements to real property made at the Campus.

(g) CONSISTENCY WITH MASTER PLAN.—The Secretary shall ensure that each lease carried out under this section is consistent with the draft master plan approved by the Secretary on January 28, 2016, or successor master plans.

(h) COMPLIANCE WITH CERTAIN LAWS.—

(1) LAWS RELATING TO LEASES AND LAND USE.—If the Inspector General of the Department of Veterans Affairs determines, as part of an audit report or evaluation conducted by the Inspector General, that the Department is not in compliance with all Federal laws relating to leases and land use at the Campus, or that significant mismanagement has occurred with respect to leases or land use at the Campus, the Secretary may not enter into any lease or land-sharing agreement at the Campus, or renew any such lease or land-sharing agreement that is not in compliance with such laws, until the Secretary certifies to the Committees on Veterans' Affairs of the Senate and House of Representatives, the Committees on Appropriations of the Senate and House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located that all recommendations included in the audit report or evaluation have been implemented.

(2) COMPLIANCE OF PARTICULAR LEASES.—Except as otherwise expressly provided by this section, no lease may be entered into or renewed under this section unless the lease complies with chapter 33 of title 41, United States Code, and all Federal laws relating to environmental and historic preservation.

(i) VETERANS AND COMMUNITY OVERSIGHT AND ENGAGEMENT BOARD.—

(1) IN GENERAL.—Not later than 180 days after the date of the enactment of this Act, the Secretary shall establish a Veterans and Community Oversight and Engagement Board (in this subsection referred to as the “Board”) for the Campus to coordinate locally with the Department of Veterans Affairs to—

(A) identify the goals of the community and veteran partnership;

Determination.
Certification.
Recommendations.

Establishment.

Deadline.
Recommendations.

(B) provide advice and recommendations to the Secretary to improve services and outcomes for veterans, members of the Armed Forces, and the families of such veterans and members; and

(C) provide advice and recommendations on the implementation of the draft master plan approved by the Secretary on January 28, 2016, and on the creation and implementation of any successor master plans.

(2) MEMBERS.—The Board shall be comprised of a number of members that the Secretary determines appropriate, of which not less than 50 percent shall be veterans. The nonveteran members shall be family members of veterans, veteran advocates, service providers, real estate professionals familiar with housing development projects, or stakeholders.

Determination.

(3) COMMUNITY INPUT.—In carrying out paragraph (1), the Board shall—

(A) provide the community opportunities to collaborate and communicate with the Board, including by conducting public forums on the Campus; and

(B) focus on local issues regarding the Department that are identified by the community, including with respect to health care, implementation of the draft master plan and any subsequent plans, benefits, and memorial services at the Campus.

(j) NOTIFICATION AND REPORTS.—

(1) CONGRESSIONAL NOTIFICATION.—With respect to each lease or land-sharing agreement intended to be entered into or renewed at the Campus, the Secretary shall notify the Committees on Veterans' Affairs of the Senate and House of Representatives, the Committees on Appropriations of the Senate and House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located of the intent of the Secretary to enter into or renew the lease or land-sharing agreement not later than 45 days before entering into or renewing the lease or land-sharing agreement.

(2) ANNUAL REPORT.—Not later than one year after the date of the enactment of this Act, and not less frequently than annually thereafter, the Secretary shall submit to the Committees on Veterans' Affairs of the Senate and House of Representatives, the Committees on Appropriations of the Senate and House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located an annual report evaluating all leases and land-sharing agreements carried out at the Campus, including—

(A) an evaluation of the management of the revenue generated by the leases; and

Evaluation.

(B) the records described in subsection (b)(3)(D).

Records.

(3) INSPECTOR GENERAL REPORT.—

(A) IN GENERAL.—Not later than each of two years and five years after the date of the enactment of this Act, and as determined necessary by the Inspector General of the Department of Veterans Affairs thereafter, the Inspector General shall submit to the Committees on Veterans' Affairs of the Senate and House of Representatives and the Committees on Appropriations of the Senate and

Determination.
Assessment.

House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located a report on all leases carried out at the Campus and the management by the Department of the use of land at the Campus, including an assessment of the efforts of the Department to implement the master plan described in subsection (g) with respect to the Campus.

(B) CONSIDERATION OF ANNUAL REPORT.—In preparing each report required by subparagraph (A), the Inspector General shall take into account the most recent report submitted to Congress by the Secretary under paragraph (2).

(k) RULE OF CONSTRUCTION.—Nothing in this section shall be construed as a limitation on the authority of the Secretary to enter into other agreements regarding the Campus that are authorized by law and not inconsistent with this section.

(l) PRINCIPALLY BENEFIT VETERANS AND THEIR FAMILIES DEFINED.—In this section the term “principally benefit veterans and their families”, with respect to services provided by a person or entity under a lease of property or land-sharing agreement—

(1) means services—

(A) provided exclusively to veterans and their families; or

(B) that are designed for the particular needs of veterans and their families, as opposed to the general public, and any benefit of those services to the general public is distinct from the intended benefit to veterans and their families; and

(2) excludes services in which the only benefit to veterans and their families is the generation of revenue for the Department of Veterans Affairs.

(m) CONFORMING AMENDMENTS.—

(1) PROHIBITION ON DISPOSAL OF PROPERTY.—Section 224(a) of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2008 (Public Law 110–161; 121 Stat. 2272) is amended by striking “The Secretary of Veterans Affairs” and inserting “Except as authorized under the Los Angeles Homeless Veterans Leasing Act of 2016, the Secretary of Veterans Affairs”.

(2) ENHANCED-USE LEASES.—Section 8162(c) of title 38, United States Code, is amended by inserting “, other than an enhanced-use lease under the Los Angeles Homeless Veterans Leasing Act of 2016,” before “shall be considered”.

SEC. 3. IMPROVEMENTS TO ENHANCED-USE LEASE AUTHORITY OF DEPARTMENT OF VETERANS AFFAIRS.

(a) PROHIBITION ON WAIVER OF OBLIGATION OF LESSEE.—Paragraph (3) of section 8162(b) of title 38, United States Code, is amended by adding at the following new subparagraph:

“(D) The Secretary may not waive or postpone the obligation of a lessee to pay any consideration under an enhanced-use lease, including monthly rent.”.

(b) CLARIFICATION OF LIABILITY OF FEDERAL GOVERNMENT TO THIRD PARTIES.—Section 8162 of such title is amended by adding at the end the following new subsection:

“(d)(1) Nothing in this subchapter authorizes the Secretary to enter into an enhanced-use lease that provides for, is contingent upon, or otherwise authorizes the Federal Government to guarantee a loan made by a third party to a lessee for purposes of the enhanced-use lease.

“(2) Nothing in this subchapter shall be construed to abrogate or constitute a waiver of the sovereign immunity of the United States with respect to any loan, financing, or other financial agreement entered into by the lessee and a third party relating to an enhanced-use lease.”.

(c) TRANSPARENCY.—

(1) NOTICE.—Section 8163(c)(1) of such title is amended— 38 USC 8163.

(A) by inserting “, the Committees on Appropriations of the House of Representatives and the Senate, and the Committees on the Budget of the House of Representatives and the Senate” after “congressional veterans’ affairs committees”;

(B) by striking “and shall publish” and inserting “, shall publish”;

(C) by inserting before the period at the end the following: “, and shall submit to the congressional veterans’ affairs committees a copy of the proposed lease”; and

(D) by adding at the end the following new sentence: “With respect to a major enhanced-use lease, upon the request of the congressional veterans’ affairs committees, not later than 30 days after the date of such notice, the Secretary shall testify before the committees on the major enhanced-use lease, including with respect to the status of the lease, the cost, and the plans to carry out the activities under the lease. The Secretary may not delegate such testifying below the level of the head of the Office of Asset Enterprise Management of the Department or any successor to such office.”.

Deadline.
Testimony.

(2) ANNUAL REPORTS.—Section 8168 of such title is amended—

(A) by striking “to Congress” each place it appears and inserting “to the congressional veterans’ affairs committees, the Committees on Appropriations of the House of Representatives and the Senate, and the Committees on the Budget of the House of Representatives and the Senate”;

(B) in subsection (a)—

(i) by striking “Not later” and inserting “(1) Not later”;

(ii) by striking “a report” and all that follows through the period at the end and inserting “a report on enhanced-use leases.”; and

(iii) by adding at the end the following new paragraph:

“(2) Each report under paragraph (1) shall include the following:

“(A) Identification of the actions taken by the Secretary to implement and administer enhanced-use leases.

“(B) For the most recent fiscal year covered by the report, the amounts deposited into the Medical Care Collection Fund account that were derived from enhanced-use leases.

“(C) Identification of the actions taken by the Secretary using the amounts described in subparagraph (B).

“(D) Documents of the Department supporting the contents of the report described in subparagraphs (A) through (C).”; and

(C) in subsection (b)—

(i) by striking “Each year” and inserting “(1) Each year”;

(ii) by striking “this subchapter,” and all that follows through the period at the end and inserting “this subchapter.”; and

(iii) by adding at the end the following new paragraph:

“(2) Each report under paragraph (1) shall include the following with respect to each enhanced-use lease covered by the report:

“(A) An overview of how the Secretary is using consideration received by the Secretary under the lease to support veterans.

“(B) The amount of consideration received by the Secretary under the lease.

“(C) The amount of any revenues collected by the Secretary relating to the lease not covered by subparagraph (B), including a description of any in-kind assistance or services provided by the lessee to the Secretary or to veterans under an agreement entered into by the Secretary pursuant to any provision of law.

“(D) The costs to the Secretary of carrying out the lease.

“(E) Documents of the Department supporting the contents of the report described in subparagraphs (A) through (D).”.

(d) ADDITIONAL DEFINITIONS.—Section 8161 of such title is amended by adding at the end the following new paragraphs:

“(4) The term ‘lessee’ means the party with whom the Secretary has entered into an enhanced-use lease under this subchapter.

“(5) The term ‘major enhanced-use lease’ means an enhanced-use lease that includes consideration consisting of an average annual rent of more than \$10,000,000.”.

(e) COMPTROLLER GENERAL AUDIT.—

(1) REPORT.—Not later than 270 days after the date of the enactment of this Act, the Comptroller General of the United States shall submit to the appropriate congressional committees a report containing an audit of the enhanced-use lease program of the Department of Veterans Affairs under subchapter V of chapter 81 of title 38, United States Code.

(2) MATTERS INCLUDED.—The report under paragraph (1) shall include the following:

(A) The financial impact of the enhanced-use lease authority on the Department of Veterans Affairs and whether the revenue realized from such authority and other financial benefits would have been realized without such authority.

(B) The use by the Secretary of such authority and whether the arrangements made under such authority would have been made without such authority.

(C) An identification of the controls that are in place to ensure accountability and transparency and to protect the Federal Government.

(D) An overall assessment of the activities of the Secretary under such authority to ensure procurement cost

Assessment.

avoidance, negotiated cost avoidance, in-contract cost avoidance, and rate reductions.

(3) APPROPRIATE CONGRESSIONAL COMMITTEES DEFINED.—
In this subsection, the term “appropriate congressional committees” means—

(A) the Committees on Veterans’ Affairs of the House of Representatives and the Senate;

(B) the Committees on Appropriations of the House of Representatives and the Senate; and

(C) the Committees on the Budget of the House of Representatives and the Senate.

Approved September 29, 2016.

LEGISLATIVE HISTORY—H.R. 5936:

CONGRESSIONAL RECORD, Vol. 162 (2016):

Sept. 12, considered and passed House.

Sept. 19, considered and passed Senate.



115TH CONGRESS
2D SESSION

S. 3479

To amend title 38, United States Code, to extend certain expiring provisions of law administered by the Secretary of Veterans Affairs, and for other purposes.

IN THE SENATE OF THE UNITED STATES

SEPTEMBER 18, 2018

Mr. ISAKSON (for himself and Mr. TESTER) introduced the following bill;
which was read twice, considered, read the third time, and passed

A BILL

To amend title 38, United States Code, to extend certain expiring provisions of law administered by the Secretary of Veterans Affairs, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Department of Veterans Affairs Expiring Authorities Act
6 of 2018”.

7 (b) TABLE OF CONTENTS.—The table of contents for
8 this Act is as follows:

Sec. 1. Short title; table of contents.

Sec. 2. References to title 38, United States Code.

1 ment of this Act and shall apply with respect to conflicts
2 of interest that occur on or after that date.

3 **SEC. 303. MODIFICATION OF COMPLIANCE REQUIREMENTS**
4 **FOR PARTICULAR LEASES RELATING TO DE-**
5 **PARTMENT OF VETERANS AFFAIRS WEST LOS**
6 **ANGELES CAMPUS.**

7 Section 2(h)(1) of the West Los Angeles Leasing Act
8 of 2016 (Public Law 114–226) is amended by striking
9 “any lease or land-sharing agreement at the Campus” and
10 inserting “any new lease or land-sharing agreement at the
11 Campus that is not in compliance with such laws”.

○

EXHIBIT "D"
PROPOSED PROJECT DESCRIPTION, PROPERTY MANAGEMENT PLAN
AND BUSINESS PLAN

Contained in the following pages

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**PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS TO
WEST LA VETERANS COLLECTIVE, LLC AT THE
VA WEST LOS ANGELES CAMPUS IN LOS ANGELES CALIFORNIA**

THIS PROPERTY ACCESS AGREEMENT ("Agreement") is made and entered into this 3rd day of June 2020 (the "Effective Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Avenue, Washington, DC 20420 ("Government" or "VA") and West LA Veterans Collective, LLC, with an address of 1000 Corporate Pointe, Culver City, CA 90230 ("Principal Developer").

A. **WHEREAS**, Government is the owner of certain real estate, consisting of approximately 388 acres of land, with improvements located thereon, situated in Los Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the U.S. Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301 Wilshire Boulevard Los Angeles, CA 90073, depicted in Exhibit A, attached hereto, and incorporated herewith.

B. **WHEREAS**, Principal Developer has requested permission from Government for Principal Developer to enter the Property to perform due diligence investigations ("Due Diligence Activities") within an area of the Property referred to in this Agreement as the "Site", which is depicted in Exhibit B, attached hereto and incorporate herewith, which includes all real property and improvements contained therein. The Due Diligence Activities will be conducted with respect to the Veterans housing projects planned by the Principal Developer on the WLA Campus ("Project") and are limited to the scope of work contained in Exhibit C, attached hereto and incorporated herewith.

C. **WHEREAS**, the Property, and any actions taken by VA relating to the Property, are subject to federal law, including but not limited to the West Los Angeles Leasing Act of 2016 (Public Law 114-226, as amended by Public Law 115-251, the Department of Veterans Affairs Expiring Authorities Act of 2018) (collectively, the "West LA Leasing Act"), and will be taken in accordance with VA's WLA Campus Draft Master Plan dated January 28, 2016 ("Draft Master Plan") or successor Master Plan.

D. **WHEREAS**, Government is willing to grant Principal Developer permission to enter the Site for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, Government hereby grants to Principal Developer a non-exclusive, revocable license to enter the Site subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on 2nd day of June 2022 (the "Term") unless Government and the Principal Developer agreed in writing to extend the term as provided herein.

3. Purpose of Entry. Principal Developer, by its duly authorized officers, employees, agents, and duly authorized employees of its contractors, subcontractors, engineers, consultants, planners, designers, and/or vendors, (collectively, "Principal Developer Employees"), may enter the Site during the Term of this Agreement solely for the purpose of performing the Due Diligence Activities. Such entries shall at all times be subject to VA security and parking guidelines and regulations.

4. Principal Developer's Responsibilities. Principal Developer shall be responsible for all costs associated with the Due Diligence Activities. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by Principal Developer shall remain the property of Principal Developer and must be removed by Principal Developer prior to the expiration of this Agreement, unless such tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property shall be subject to an executed enhanced use lease agreement with VA.

5. Compliance with Law. Principal Developer shall perform the Due Diligence Activities in compliance with all applicable Federal, State, and local laws, ordinances, and regulations. Principal Developer shall obtain all permits, licenses, certificates, and approvals required to perform the Due Diligence Activities.

6. Notice to Government. At least five (5) business days prior to commencing the Due Diligence Activities, Principal Developer, or its contractor(s), as applicable, shall provide Government with written notice of the commencement of the Due Diligence Activities, which shall include a brief description and an estimated schedule for completion ("Due Diligence Activity Notice"). The Due Diligence Activity Notice and related information may be distributed by the Government to WLA Campus patients, staff, residents, visitors, third party land users, and other stakeholders.

7. Reports. Upon request, Principal Developer shall provide Government each and any study, survey, due diligence report, or other writing Principal Developer completes concerning the Due Diligence Activities (hereinafter "Reports") within thirty (30) business days of their completion. Principal Developer, Principal Developer's contractors, and any and all subcontractors (hereinafter "Contractors") shall not release any Reports to third parties not connected with the Principal Developer's development of the Site without Government's prior written permission.

8. Security of Site. The Due Diligence Activities shall include reasonable security measures of Principal Developer (along with any additional measures VA chooses to implement at its discretion) to the extent such security measures are necessitated solely as a result of the Due Diligence Activities, to minimize the risk of property damage or bodily injury at or in the vicinity of the Property.

9. Conduct of Due Diligence Activities. With respect to the Due Diligence Activities, the following additional conditions shall apply:

- a. Principal Developer's Due Diligence Activities shall not interrupt the provision of healthcare and services to Veterans on the Property.
- b. This Agreement is executed with the understanding that to the extent necessary and supported by the specific type of Due Diligence Activities at play, Principal Developer shall provide flagmen or other appropriate traffic safety personnel to direct traffic during periods of traffic disruption. All work shall be coordinated with Government and be conducted in a manner consistent with VA's ongoing mission and operations on the WLA Campus, and to avoid unnecessary disruption to patient parking and vehicular ingress and egress. VA shall have discretion to require Principal Developer to adjust its activities if VA determines that such disruption is occurring.
- c. Principal Developer shall be responsible for and will obtain at its sole cost and expense, all applicable Federal, State, and local planning approvals, and other licenses and permits which are necessary for the Due Diligence Activities.
- d. Principal Developer agrees to use its best efforts to ensure and take all actions as necessary to ensure that its use of the Property will not adversely affect the Government's quiet use and enjoyment of the Property and the surrounding property of the Government. Principal Developer shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the Due Diligence Activities all to the satisfaction of the Government official having immediate jurisdiction over the Property.
- e. No mining operations shall be conducted on the Property. No minerals shall be removed therefrom, except such as are reasonably necessary for the Due Diligence Activities.
- f. Upon termination of this Agreement or forfeiture of the Property, Principal Developer shall within a reasonable time thereafter, if so requested by the Government, remove from the land all structures, installations, and appurtenances thereto belonging to Principal Developer and restore the Property to the satisfaction of the Government.
- g. No advertisements, commercial, political, or otherwise, will be placed on, or allowed on the Property. No signage shall be installed or constructed on or over the Property without the prior written approval of VA, and such approval shall not be unreasonably withheld, conditioned, or delayed; provided that, VA shall be permitted to withhold its approval if such signage would improperly suggest to the public that the Property is under the ownership or perpetual jurisdiction and control of Principal Developer or another third-party entity.

- h. Principal Developer's Employees and visitors shall park their vehicles only in designated parking areas within the Site and are prohibited from parking on any portion of the WLA Campus that is located outside the boundaries of the Site. Any parking by Principal Developer's Employees and visitors on the WLA Campus outside the boundaries of the Site is prohibited under Federal law and will be strictly enforced. Principal Developer shall provide clear notice to Principal Developer's Employees and visitors by posting prominent signs and implementing appropriate measures to ensure such compliance.
- i. Principal Developer shall maintain the Property in a clean, orderly, and sanitary condition at all times and shall arrange for prompt disposal of any dirt, refuse, and debris and shall provide and maintain for public use an ample number of containers for trash.
- j. It is understood that this Agreement will be an absolute net cost transaction with no cost to the Government, and that the Government shall not be obligated to pay any charges or incur any costs or obligations.

10. Condition of Property. Subject to VA review and written approval, Principal Developer shall promptly and diligently repair any damage to the Property caused by performing the Due Diligence Activities and shall leave (and restore, if applicable) the Property in substantially the same condition as existed when Principal Developer entered the Property with the exception of areas within the Site on which Project activities will occur, as long as such condition does not interfere with VA's use of the Property. Principal Developer agrees to keep the Property free and clear from all liens, security interests, and other encumbrances arising by, through, as a result of, or in connection with the use or occupancy of the Property by Principal Developer or Contractors. If any such lien, security interest, or other encumbrance arises, Principal Developer will take such action as is necessary to discharge the same within thirty (30) business days following Principal Developer's notice thereof. If Principal Developer does not comply with the requirements of this Paragraph, then Government may, but is not obligated to, take measures to contest and/or discharge the lien, security interest, or encumbrance itself and recover from Principal Developer all of Government's costs and expenses related thereto, which amount Principal Developer agrees to pay immediately following written notice from Government of such amount.

11. Insurance. Principal Developer, Principal Developer's contractors, and any and all subcontractors (hereinafter "Contractors") shall obtain at their own cost and expense, and keep in full force and effect, during the terms of their respective entries upon the Site the following insurance with respect to the Due Diligence Activities:

- i. Comprehensive general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, death, and property damage, protecting Government against any and all claims for bodily injury, death, or property damage arising directly or indirectly from Principal Developer's use of the

Property. Such coverage shall include coverage for explosion, collapse, and underground events, commonly referred to as XCU coverage; and

- ii. If the Contractor is a design professional, Professional liability and pollution liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence. A Contractor is considered a design professional if they are providing architectural, engineering, or other services related to the design of any element of the Project, or otherwise involved in the review and performance of Project elements or compliance with planning documents or provide review, recommendations, or advice relating to the design of any portion of the Project.

The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the State of California and such policy or policies shall provide at least twenty (20) business days' written notice to Government before cancellation or material modification. Principal Developer and Contactors shall deliver to Government certificates of such insurance, showing the United States of America named as the additional insured, evidencing the coverage in force as of the Effective Date of this Agreement, as well as any replacement certificates issued during the Term of this Agreement.

12. Environmental

a. NEPA/NHPA Compliance

- i. Principal Developer shall at all times comply with applicable laws and regulations, including but not limited to the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321, the National Historic Preservation Act (NHPA), 54 U.S.C. 300101 et seq., and the Archaeological Resources Protection Act, 16 U.S.C. §§ 470aa–470mm.
- ii. Principal Developer shall ensure that all Due Diligence Activities undertaken comply with the Programmatic Agreement executed by VA, the California State Historic Preservation Office ("SHPO"), and the Advisory Council of Historic Preservation on May 1, 2019, and any subsequent agreements. Principal Developer will coordinate such compliance with the Government and the SHPO, Tribes, and Consulting Parties as needed.
- iii. Principal Developer shall ensure that all Due Diligence Activities undertaken are consistent with the 2019 Final Programmatic Environmental Impact Statement and Record of Decision executed September 3, 2019 (EIS/ROD), including implementation of any required minimization and mitigation measures identified in the EIS/ROD.

b. Compliance with Environmental Laws

- i. The term "Environmental Law" means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, State, interstate, and/or local governmental, quasi-governmental, legislative, administrative or judicial body, agency, board, commission or other authority relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of hazardous substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to know Act, and the environmental control laws of the State of California, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder.
- ii. The term "Hazardous Material" means any substance regulated or as to which liability might arise under any applicable Environmental Law including: (a) any chemical, compound, material, product, byproduct, substance or waste defined as or included in the definition or meaning of "hazardous substance," "hazardous material," "hazardous waste," "solid waste," "toxic waste," "extremely hazardous substance," "toxic substance," "contaminant," "pollutant," or words of similar meaning or import found in any applicable Environmental Law; (b) Hydrocarbons, petroleum products, petroleum substances, natural gas, oil, oil and gas waste, crude oil, and any components, fractions, or derivatives thereof; and (c) radioactive materials, explosives, asbestos or asbestos containing materials, polychlorinated biphenyls, radon, infectious or medical wastes.
- iii. Principal Developer shall comply, at its sole cost and expense, with all Environmental Laws that are or may become applicable to the Principal Developer's activities on the Property, including but not limited to all applicable federal, state, interstate, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of Hazardous Materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. Principal Developer shall at its own expense maintain in effect any permits, license or other governmental approvals relating to Hazardous Materials, if any, required for the Principal Developer's use of the Property. Principal Developer shall make all disclosures required of Principal Developer by any such Environmental Laws, and shall comply with all orders, with respect to Principal Developer's and its employees', agents', contractors', and invitees' use of the Property, issued by any governmental authority having jurisdiction over the Property and take all

action required by such governmental authorities to bring Principal Developer's and its employees', agents', contractors', and invitees' activities on the Property into compliance with all Environmental Laws affecting the Property.

c. Environmental Responsibility

- i. Principal Developer shall be responsible for all Hazardous Materials that are released, handled, extracted, generated, or caused by the Due Diligence Activities on the Property by any person, or entity, other than the Government or its employees, agents, or contractors.
- ii. Principal Developer shall be solely responsible for responding to the release of the following categories of Hazardous Materials on or from the Property:
 - (1) Future and/or newly identified releases of Hazardous Materials at, or from, the Property that are caused by the act or omission of Principal Developer or any person, or entity, other than the Government or its employees, agents, or contractors; and
 - (2) Existing Hazardous Materials located on or within the Property that are aggravated, released, or exacerbated due to the acts or omissions of Principal Developer or any person, or entity, other than the Government or its employees, agents, or contractors. Principal Developer shall immediately notify the Government of any release of Hazardous Materials and all response actions taken, including regulatory notifications made by Principal Developer with respect to the Property, so VA may take any action necessary to protect the health and safety of individuals at the WLA Campus.
- iii. To the extent any Environmental Law properly imposes liability, loss, expense, damage, or cost upon VA for any matter relating to any Hazardous Material or otherwise of an environmental nature on or affecting the Property due to (1) the United States' status as Federal owner of the Property, (2) acts of VA and/or former owners on or affecting the Property, or (3) acts or omissions of government contractors on or affecting property that occurred while VA had jurisdiction and control of the Property, VA shall indemnify Principal Developer, its directors, partners, officers, trustees, members, employees, agents, successors, and assigns ("Indemnitees") for any liability, loss, expense, damage, or cost incurred or suffered by the Indemnitees. Principal Developer shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Principal Developer and/or VA action and/or expenditure of funds. Consistent with the Anti-Deficiency Act (31 U.S.C.

§§ 1341, 1342, 1351, and 1517, as amended), the payments of VA with respect to this indemnification shall not exceed appropriations available to VA which can be lawfully expended for such purposes at the time of the claim; and nothing in this Agreement may be construed as implying that Congress will at a later date appropriate funds to meet any deficiencies.

- iv. To the extent any Environmental Law imposes liability, loss, expense, or damage, or cost upon VA for any matter relating to any Hazardous Material or otherwise of an environmental nature on or affecting the Property due to acts of Principal Developer, its contractors, builders, agents, employees, and/or licensees relating to the Due Diligence Activities, including any environmental investigation, studies, and remediation, Principal Developer shall indemnify VA for such liability, loss, expense, damage, or cost incurred or suffered by VA. Except as may otherwise be agreed to by the VA and Principal Developer, Principal Developer shall have no liability under the terms of this Agreement with respect to the mere discovery of any existing conditions and any resulting diminution in value of the Property, except for existing conditions located on or within the Property that are aggravated, released, or exacerbated due to the acts or omissions of Principal Developer, its contractors, builders, agents, employees, and/or licensees. Principal Developer shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Principal Developer and/or VA action and/or expenditure of funds.
- v. To the extent that VA is held, by a final decision of the highest court or other adjudicative body of competent jurisdiction to which the matter has been presented, liable for costs and/or damages associated with the improper handling, treatment, disposal, and/or release of one or more Hazardous Materials " on or affecting the Property, VA at its sole and absolute discretion, may seek to initiate good-faith discussions and negotiations with Principal Developer, for Principal Developer on VA's behalf and upon the parties' consummation of a separate written agreement, to undertake and complete any and all required environmental remediation and abatement activities in accordance with Environmental Laws.
- vi. Should additional environmental studies under Environmental Laws become necessary due to Principal Developer's activities on the Property, then unless the Parties otherwise agree in writing, the fees, costs, and expenses necessary to perform such studies shall be the sole responsibility of Principal Developer.

d. Presence of Hazardous Materials

- i. Principal Developer shall not, without Government's prior written consent, keep on or around the Property, for use, disposal, treatment, generation, storage, or sale, any Hazardous Material except as may be customary in projects similar to the Property and in compliance with all applicable laws. With respect to any such Hazardous Material, Principal Developer shall:
 - (1) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping, and submitting manifests, and obtaining and keeping current identification numbers with respect to any Hazardous Materials first brought upon the Property from and after the date hereof;
 - (2) Submit to Government true and correct copies of all reports, manifests, and identification numbers with respect to any Hazardous Materials first brought upon the Property from and after the date hereof at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;
 - (3) Within sixty (60) days of Government's request, submit written reports to Government regarding Principal Developer's use, storage, treatment, transportation, generation, disposal, or sale of Hazardous Materials first brought upon the Property from and after the date hereof and provide evidence satisfactory to Government of Principal Developer's compliance with the applicable governmental regulations with respect to any Hazardous Materials first brought upon the Property from and after the date hereof;
 - (4) Allow Government or Government's agent or representative to come on the Property at all reasonable times with reasonable prior notice to check Principal Developer's compliance with all applicable governmental regulations regarding Hazardous Materials for which Principal Developer is responsible under the terms of this Agreement;
 - (5) Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Materials (if minimum standards or levels are applicable to Hazardous Materials present on the Property, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Agreement);
 - (6) Comply with all applicable governmental rules, regulations, and requirements regarding the proper and lawful use, sale,

transportation, generation, treatment, and disposal of Hazardous Materials; and

- (7) Government shall have the right upon reasonable prior written notice and at reasonable times to enter upon the Property in order to inspect or monitor same if Government has a reasonable belief that Hazardous Materials are present on the Property in violation of applicable law. If such inspection or monitoring by Government confirms that Hazardous Materials are present and are in violation of applicable law, any and all reasonable costs incurred by Government and associated with Government's inspection of the Property and Government's monitoring of Principal Developer's compliance, including Government's reasonable attorney's fees and costs, shall be additional rent and shall be due and payable to Government immediately upon demand by.
- ii. Cleanup Costs, Default, and Indemnification. Principal Developer shall be fully and completely liable to Government for any and all cleanup costs, and any and all other charges, fees, and penalties (civil and criminal) imposed upon Government by any governmental authority with respect to any use(s) of the Property related to the handling, disposal, transportation, generation, and/or sale of Hazardous Materials; provided, that liability and obligation by Principal Developer shall apply only to Hazardous Materials first brought upon the Property by Principal Developer, its contractors, builders, agents, employees, and/or licensees from and after the date hereof. Principal Developer shall indemnify, defend, and save Government harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon Government (as well as Government's reasonable attorney's fees and costs) as a result of Principal Developer's use, disposal, transportation, generation, and/or sale of Hazardous Materials at the Property. Upon Principal Developer's default under this Paragraph d and the expiration of the applicable notice and cure periods, in addition to the rights and remedies set forth elsewhere in this Agreement, Government shall be entitled to the following rights and remedies:
 - (1) At Government's option, to terminate this Agreement immediately; and/or
 - (2) To recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by tenants of the Property, any and all damages and claims asserted by third parties and Government's reasonable attorney's fees and costs.

13. Indemnification. Principal Developer and its duly authorized officers, employees and agents agree to assume any and all liability and risks arising out of, incident to, or in any way connected to the exercise of Principal Developer's rights under this Agreement, or any use, occupancy, or activity on the Property. Without limiting the generality of the foregoing, and as partial consideration for the rights herein granted, Principal Developer agrees to defend, indemnify, and hold harmless Government and its directors, officers, employees, agents, servants, consultants, contractors, affiliated entities, permittees, successors and assigns, from and against any and all claims, losses, causes of action, demands, liabilities (whether based upon common law, strict liability, negligence, contract, statute, or otherwise), damages, injuries, deaths, penalties, fines, costs, corrective action, natural resource damage and damages and expenses of any other nature whatsoever caused by, arising out of, incident to, or in any way connected to the exercise of Principal Developer's rights under this Agreement, or any use, occupancy, or activity on the Property.

14. Termination. This Agreement may be terminated by Government or Principal Developer by providing written notice to the other party. Upon any such termination, Principal Developer and its contractors shall have access to the Site for ten (10) business days, plus any additional time that VA expressly agrees to in its discretion in writing, solely to remove its tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by the Principal Developer and/or complete any necessary restoration as set forth in Paragraph 10 of this Agreement. Notwithstanding anything in this Agreement to the contrary, Government shall have the right, at any time, to terminate this Agreement and to demand that Principal Developer immediately cease and quit the Property if, in Government's judgment, Principal Developer and/or its Contractors are in breach of any term or condition of this Agreement, in which event Principal Developer shall not have any continued access to the Site for any purpose. Acceptance of any rent or other consideration for this Agreement in advance by Government shall not act as a waiver of Government's right to terminate this Agreement or of any other right Government may have under this Agreement.

15. Notices. Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For Government:

U.S. Department of Veterans Affairs
Greater Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
Attn: Robert Merchant
(b) (6) @va.gov

With a copy to:

U.S. Department of Veterans Affairs
Office of Real Property
425 I Street NW
Washington, DC 20001
Attn: Matthew Leddy, Esq.
(b) (6) [@va.gov](mailto:(b)(6)@va.gov)

U.S. Department of Veterans Affairs
Office of Asset Enterprise Management (044C)
810 Vermont Avenue, NW
Washington, DC 20420
Attn: Carrie Pham
(b) (6) [@va.gov](mailto:(b)(6)@va.gov)

U.S. Department of Veterans Affairs
Office of General Counsel
810 Vermont Ave, NW
Washington, DC 20420
Attn: Chief Counsel, Real Property Law Group

U.S. Department of Veterans Affairs
Greater Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
Attn: Medical Center Director

For Principal Developer: West LA Veterans Collective, LLC
1000 Corporate Pointe
Culver City, CA 90230
Attn: Brian D'Andrea
Senior Vice President, Century Housing Corporation
(b) (6) [@centuryhousing.org](mailto:(b)(6)@centuryhousing.org)

With copy to Thomas Safran & Associates Development, Inc.
11811 San Vicente Blvd
Los Angeles, CA 90049
Attn: Tyler Monroe
Vice President
(b) (6) [@tsahousing.com](mailto:(b)(6)@tsahousing.com)

16. Third Parties. The access rights granted to Principal Developer under this Agreement shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement. This

Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto.

17. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties. Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. § 7101-7109); the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501); and the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680.).

18. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

19. Severability. If any provision in this Agreement is declared invalid or unenforceable under applicable law, that provision shall not be enforced, but the remainder of the Agreement shall continue in full force and effect.

20. Nonwaiver. The failure of Government to insist upon or enforce, in any instance, strict performance by Principal Developer of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of Government's right to assert or rely upon such terms or rights on any future occasion.

21. Assignment. The non-exclusive, revocable license granted in this Agreement is personal to Principal Developer and may not be assigned or otherwise transferred, in whole or in part, without the prior written consent of Government, which consent may be withheld in Government's sole discretion.

22. License Not to Be Recorded. Neither party shall record this Agreement or a memorandum thereof without the prior written consent of the other party.

23. Sovereign Immunity. No terms of this Agreement waive the Government's rights under Sovereign Immunity.

24. Smoke-Free Policy. Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VA facility. Per VA Directive 1085 dated March 5, 2019, it is VA policy that all VA health care facilities, including hospitals, community clinics, administrative

offices, and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas. This Smoke-Free Policy includes all VA property licensed by third-party land users. Smoking is defined by the VA Directive to include cigarettes, cigars, pipes, electronic or e-cigarettes, vape pens, and e-cigars.

25. Media Inquiries. In the event Principal Developer is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Principal Developer must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, Principal Developer shall not host media representatives on Department of Veterans Affairs owned property without prior approval from the Government.

26. Point of Contact & Notices: Government and Principal Developer each appoint the following respective "Chief Liaison" to serve as their organization's primary point of contact for all matters involving the activities governed by this Agreement in order to ensure efficient implementation and operations. The Government and Principal Developer will promptly identify new points of contact in the event of staff turnover.

<u>Government Chief Liaison</u>	<u>Principal Developer Chief Liaison</u>
Lori Moore 11301 Wilshire Boulevard Los Angeles, CA 90073 (b) (6) (o) (b) (6) (c) (b) (6) @va.gov	Brian D'Andrea West LA Veterans Collective, LLC 1000 Corporate Pointe Culver City, CA 90230 (b) (6) (o) (b) (6) (c) (b) (6) @centuryhousing.org

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date first above written.

PRINCIPAL DEVELOPER:

West I (b) (6) fornia limited liability company

By: (b) (6) _____

Name: _____

Title: Senior VP, Century Housing Corporation

Date: May 29, 2020

GOVERNMENT:

UNIT (b) (6) A, and its assigns

By: (b) (6) _____

Name: _____

Title: Acting Director, Real Property Policy and Programs

Date: June 3, 2020

EXHIBIT A
DESCRIPTION OF PROPERTY



The WLA Campus is outlined above in red dashed line.

EXHIBIT B SITE MAP



The Due Diligence Activities will be conducted in the buildings and site areas located within the dashed line areas shown above in the Site Map.

EXHIBIT C DUE DILIGENCE ACTIVITIES

1. Pre-Design Survey Needs:

- a. Topographic Map/ALTA Survey.
- b. Boundary Survey.
- c. Dipping Manholes adjacent to buildings and at mainline to verify inverts and slopes.

2. Geotechnical Tests:

- a. Percolation tests per Geotechnical and Materials Engineering Division (GMED) requirements for Low Impact Development.
- b. Pavement recommendations as necessary.
- c. Corrosion testing.
- d. Design level Geotechnical/Soils Report.

3. Water pressure tests:

- a. Requesting SAR from LADWP for source pressure.
- b. Request building pressure test, if possible (VA Facility Maintenance staff may be able to perform these tests).

4. Utility Investigations:

- a. Investigate main lines adjacent to proposed improvements.
- b. Pot-holing existing building utilities to verify depths and condition.
- c. Coordinate with VA and third parties that may be performing this work.

5. Site:

- a. Appraisal.
- b. Capital or Physical Needs Assessment.
- c. Termite Inspection.
- d. Geotechnical Borings & Testing:
 - Borings outside the footprint of the building.
 - Potentially digging trenches & test pits within the building at the basement/ground floor levels.
- e. Percolation Testing.
- f. Flow & Pressure Testing.

6. Environmental Testing:

- a. Phase I/II ESA.
- b. Lead-based paint testing.
- c. Asbestos testing (pipe and duct insulation, flooring tiles, roofing and mastic, etc.).
- d. Fluorescent lighting.
- e. Termite & Mold.

7. Structural Testing & Probing:

- a. Coring of walls, floors, beams, and other major structural & load-bearing elements, interior partition walls and exterior walls.
- b. Material testing and sampling.

8. Historic Documentation & As-Built Measurements

- a. As-Built Drawings to be provided by VA (CAD and 3D Model Revit) as available
Laser as-built drawings of existing structures and partitions.
- b. Photo documentation of potential character defining features and specific measurements as needed.
- c. Full exterior access to all elevations and roofs of each building.
- d. Interior access to areas of primary significance, interior corridors, attics, basements/crawlspaces.
- e. Probes and select destructive testing to uncover potentially historic fabric.